

**Minutes of the February 11, 2019
Regular Meeting of the Yancey County Board of Commissioners
Held at 6:00 pm in the Yancey County Courtroom
Yancey County Courthouse, Burnsville, North Carolina**

Present at the meeting held February 11, 2019 were Chairman Jeff Whitson, Commissioner Mark Ledford, Commissioner Jill Austin, Commissioner David Grindstaff, Commissioner Johnny Riddle, County Manager Lynn Austin, County Finance Officer Brandi Burleson, Planning and Economic Development Director Jamie McMahan, County Attorney Donny Laws, County Finance Director Lynne Hensley, Board Clerk Sonya Morgan, members of the media, and members of the general public.

Call to Order

Chairman Whitson called the meeting to order and welcomed those in attendance.

Invocation and Pledge of Allegiance to the Flag

Chairman Whitson delivered the invocation. Commissioner Ledford led in the Pledge of Allegiance to the Flag.

Approval of the Agenda

Chairman Whitson asked for a motion to approve the agenda. Commissioner Riddle made a motion to approve the agenda, which was seconded by Commissioner Ledford. By unanimous vote, the agenda was approved. (Attachment A)

Consent Agenda

Chairman Whitson read through the items on the consent agenda, which included:

- Approval of minutes for Regular Meeting January 14, 2019;
- Approval of minutes for Emergency Meeting January 31, 2019;
- Approval of minutes for Special Meeting and Closed Session January 31, 2019;
- Approval of minutes for Special Meeting and Closed Session February 4, 2019;
- Approval of 2018-2019 Report of Unpaid Taxes That Are Liens On Real Property which is required before second notices can be sent out by the Tax Collector (Attachment B);
- Approval of Tax Management Associates, Inc. Contract (Attachment C);
- Approval of Budget Amendments 2, 3, & 4 (Attachment D);
- Approval of Board of Equalization & Review for 2019 (Attachment E);
- Agreement for Professional Services for Cane River School Road Easements for informational purposes (Attachment F);
- 2018 Economic Development Report for Yancey County for informational purposes (Attachment G);
- January 2019 Tax Collection Reports for informational purposes (Attachment H); and,
- Financial Statements for Year Ending June 30, 2018 for informational purposes (Attachment I).

Commissioner Ledford made a motion to approve the consent agenda, which was seconded by Commissioner Grindstaff. By unanimous vote, the consent agenda was approved.

Public Hearing

Chairman Whitson then opened the floor for the public hearing for the purposes of taking input from the public regarding a request from the Yancey County Board of Education to Yancey County that Yancey County use its authority under NC Gen. Stat. §153A-158.1(a) to acquire property for use by the Yancey County Board of Education for purposes of widening Cane River School Road so as to provide access lanes to the new Blue Ridge Elementary School per plans prepared by Civil Design Concepts, PA.

County Manager Austin stated that the public hearing was being held in reference to the right of ways for the new school. The County Manager received a letter from School Superintendent, Dr. Tony Tipton, requesting that the county use its authority to purchase easements (Attachment J). She indicated that in order to do so a public hearing must be held and the Board must pass resolution to use its authority to purchase the easements. County Manager Austin also stated that the county would be reimbursed by the school system. Chairman Whitson asked if there was any public comment. Hearing none, Chairman Whitson asked for a motion to close the public hearing. Commissioner Austin made a motion, which was seconded by Commissioner Riddle. The Board voted unanimously to close the public hearing. Commissioner Grindtaff then made a motion to approve the RESOLUTION, with Commissioner Austin providing a second. The Board voted unanimously to pass the RESOLUTION AUTHORIZING YANCEY COUNTY TO USE ITS AUTHORITY UNDER NCGS §153A-158.1(a) TO ACQUIRE PROPERTY FOR USE BY THE YANCEY COUNTY BOARD OF EDUCATION SO AS TO PROVIDE WIDENING TO CANE RIVE SCHOOL ROAD (Attachment K).

Cooperative Extension Report & Introduction of New Staff

Chairman Whitson next recognized Tres Magner from the N.C. Cooperative Extension and staff. Mr. Magner introduced Niki Maness, Empowering Youth and Families Program (EYFP) Coordinator who is new to Cooperative Extension. Ms. Maness presented an overview of the EYFP program that focuses on reducing substance abuse. Ms. Maness indicated that the NC State program is funded by state dollars, and is offered at no cost to families and youth. Ms. Maness entertained questions from the Board. Mr. Magner then introduced Peirce Bingham, Program Coordinator for the Mountain Challenge Program. Mr. Bingham presented an overview of the programs for at-risk youth in Yancey County, including statistics on effectiveness of the programs. Mountain Challenge is funded with 80% state and 20% county dollars. Mr. Magner then introduced Jessica Zucchini, Program Coordinator for the Expanded Food and Nutrition Education Program (EFNEP), a federally funded program in all 50 states. Ms. Zucchini, also new to Cooperative Extension, provided an overview of the program that is focused on educating families to eat smart, encouraging them to move more, and making sure families are living a healthy lifestyle. Mr. Magner then briefly mentioned that the Seniors' Health Insurance Information Program (SHIIP) Coordinator, Vivian Hollifield, has been able to assist 95 individuals seeking assistance and has helped them to save \$195,000. Chairman Whitson commended the Cooperative Extension for a job well done.

HCA Healthcare Completes Purchase of Mission Health

Rowena Buffett Timms, Mission Health, was unable to attend the meeting. County Manager Austin reported that Ms. Timms plans to attend the March 2019 Regular Meeting to answer questions that the Board may have regarding HCA's purchase of Mission Health and the presentation would be tabled until that meeting.

N.C. Forest Service Overview

Chairman Whitson then recognized Frank Blankenship, NC Forest Service Yancey County Ranger. Trent Duncan, District 1 Forester, who was also on the agenda to present, was unable to attend the meeting. Mr. Blankenship provided an overview of the services which include planning and education for woodland fire control, serving as incident commander, examining properties and assisting private landowners with forest management services, assistance with timber management and logging jobs. The county ranger also provides education and information during Fire Prevention Week in local elementary schools, participates in Career Day at the high school, and assists with internships.

TRACTOR General Report

Becca Smith with TRACTOR gave a report on projects for 2018. Ms. Smith reported that TRACTOR had been working with the Mountain Heritage High School FFA to learn good agricultural practices and helped to prepare a grant to receive funding

for boxes to pack sweet potatoes grown by the students. In November 2018, FFA students sold sweet potatoes to the school cafeteria; the sweet potatoes were grown and sold by students to students. Ms. Smith reported that money earned by the students goes toward a scholarship. Ms. Smith also reported that over 7,000 pounds of produce had been donated by TRACTOR to the Reconciliation House. Ms. Smith also reported that TRACTOR had been awarded a grant from the Tobacco Commission for the purchase of a sweet corn harvester, which will provide a time savings to the farmer. She also said that there would be a significant cost savings to the TRACTOR farmers by switching from boxes to bags. Commissioner Ledford asked how many farmers are involved in the program. Ms. Smith responded there are currently 44, with a range of 30 – 50 each year.

Chamber of Commerce Report of the 2018 Travel & Tourism Account

Chairman Whitson then recognized Ginger Johnson, Director of the Chamber of Commerce. Ms. Johnson, who was in attendance, stated that it was her intent to report at the March 2019, after the Board of Commissioners appointed two seats to the Travel & Tourism Board. Chairman Whitson stated that the presentation of the Travel & Tourism Account was tabled until the March 2019 Regular Meeting and asked Ms. Johnson to be prepared to present.

Board Appointments

Chairman Whitson then moved to the appointment of two seats to the Travel & Tourism Board being formed by the Chamber of Commerce. Commissioner Grindstaff volunteered to serve on the board. Commissioner Austin suggested that County Manager Austin fill one of the seats. After discussion by several members of the general public, Chairman Whitson reminded those in attendance that the Board of Commissioners was charged with appointing two seats and asked for nominations. Commissioner Austin nominated Commissioner Grindstaff and County Manager Austin to fill the Board's appointments to the Travel & Tourism board. Commissioner Ledford seconded. By unanimous vote, the motion was carried.

County Manager's Report

County Manager Austin reported that she had been working with the Sheriff's office to get a grant from the 911 board. She reported that it is difficult to get the grant and that the application required technical information. As part of her report, County Manager Austin presented the Mission Critical Partners Proposal for consultative support for the 2019 grant application for the Next Generation 911 (Attachment L) and asked to Board to approve. Commissioner Austin made a motion to approve, with Commissioner Ledford providing a second. By unanimous vote, the Board voted to approve the proposal.

County Manager Austin reported that she, Finance Officer Brandi Burleson, and Finance Director Lynne Hensley attended the Yancey County Board of Education meeting held at Micaville Elementary. Meetings were held by the School Board to seek public input as to what values are important for the new school superintendent position to be filled. County Manager Austin conveyed that the county would like the new superintendent to have good communication between the school system and the county, be frugal, and be compassionate with students and teachers.

County Manager Austin stated that the county had filled vacant positions previously posted as follows: Jackie Thomas, Senior Center Director; Michael Harris, Transportation Director; Lindsay Smith, Assistant Tax Administrator/Assessor, who will be training with Danny McIntosh; Abel Wilson, training as Building Inspector with Neil McCurry; and, E.L. Miller filling the vacant position in the Maintenance Department. County Manager Austin stated that all of the new hires were Yancey County residents.

County Manager Austin gave an overview of the road widening project, discussions with landowners which are going well. She also reported that she has been working with the campground department to try to come up with a plan to generate

money or reduce expenses, which will be presented to the Board at the March 2019 Regular Meeting.

County Manager Austin then reported on the bid that was received in the amount of \$40,000 for the purchase of the old hospital. She reported that the counter offer presented to the bidder was declined. Chairman Whitson asked for discussion, which ensued. County Manager Austin reminded the Board that they could refuse a bid at any time. Commissioner Ledford made a motion to proceed to publish the current offer and initiate the upset bid process, with Commissioner Grindstaff seconding the motion. By unanimous vote, the motion was carried.

County Attorney's Report

County Attorney Donny Laws stated that he had nothing to bring to the Board this month.

County Commissioners' Report

Commissioner Grindstaff asked that the Board pass a resolution to have the date and time set for annual Christmas parade to the first Saturday in December at 1:00. Chairman Whitson asked County Manager Austin to prepare a resolution for the Board to present to the Chamber of Commerce.

Commissioner Riddle commended County Manager Austin and Finance Officer Burleson for their hard work and a job well done on the new hires for the county.

Public Comments

Mr. Tom Robinson spoke sharing his views on immigration.

Adjournment

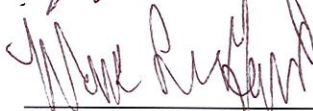
Having no further business, Commissioner Riddle made a motion to adjourn, with Commissioner Ledford seconding the motion. The Board of Commissioners voted unanimously to adjourn.

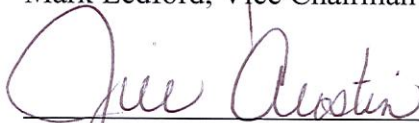
Approved and authenticated this the _____ 11th _____ day of March 2019.


Sonya Morgan, Clerk to the Board





Jeff Whitson, Chairman


Mark Ledford, Vice Chairman


Jill Austin, Commissioner


David Grindstaff, Commissioner


Johnny Riddle, Commissioner



Attachment A

**AGENDA
YANCEY COUNTY BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING**

February 11, 2019

6:00 PM

- I. Call to Order – Chairman Jeff Whitson**
- II. Invocation and Pledge of Allegiance to the Flag**
- III. Approval of the Agenda**
- IV. Consent Agenda**
 - a. Approval of minutes for Regular Meeting January 14, 2019**
 - b. Approval of minutes for Emergency Meeting January 31, 2019**
 - c. Approval of minutes for Special Meeting and Closed Session January 31, 2019**
 - d. Approval of minutes for Special Meeting and Closed Session February 4, 2019**
 - e. Approval of 2018-2019 Report of Unpaid Taxes That Are Liens On Real Property**
 - f. Approval of Tax Management Associates, Inc. Contract**
 - g. Approval of Budget Amendments**
 - h. Approval of 2019 Board of Equalization & Review**
 - i. Agreement for Professional Services for Cane River School Road Easements – Informational**
 - j. 2018 Economic Development Report for Yancey County - Informational**
 - k. January 2019 Tax Collection Reports – Informational**
 - l. Financial Statements for Year Ending June 30, 2018 – Informational**
- V. Public Hearing**
- VI. Cooperative Extension Report & Introduction of New Staff – Pierce Bingham & Tres Magner**
- VII. HCA Healthcare Completes Purchase of Mission Health – Rowena Buffett Timms, Mission Health**
- VIII. NC Forest Service Overview – Frank Blankenship and Trent Duncan**
- IX. TRACTOR General Report – Becca Smith**
- X. Chamber of Commerce Report of the 2018 Travel & Tourism Account – Ginger Johnson**
- XI. Board Appointments**
 - a. Travel & Tourism Board – two seats**
- XII. County Manager's Report – Lynn Austin**
 - a. Mission Critical Partners Proposal**
- XIII. County Attorney's Report – Donny Laws**
- XIV. County Commissioners' Report**
- XV. Public Comments**
- XVI. Adjourn**

Memorandum

To: Yancey County Board of Commissioners
From: Fonda Thomas, Tax Collector
Date: February 04, 2019
Re: 2018-2019 Report of Unpaid Taxes That Are Liens on Real Property

As required by G.S. 105-369 (a), I present the Report of Unpaid Taxes That Are Liens on Real Property of Taxes for Fiscal 2018-2019

| <u>Billed</u> | <u>Net Collected</u> | <u>% Collected</u> | <u>% Uncollected</u> |
|-----------------|----------------------|--------------------|----------------------|
| \$12,656,312.28 | \$11,431,185.18 | 90.33% | 9.67% |

**Tax Management Associates, Inc.
Business Personal Property Services Contract**

This Contract is made and entered into this _____ day of _____, 2019 by and between YANCEY COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as "County" and TAX MANAGEMENT ASSOCIATES, INC., a corporation authorized to conduct business in North Carolina, hereinafter referred to as "TMA."

WITNESSETH:

WHEREAS, the County desires to obtain services related to the business personal property listing, and auditing, as the same are defined by North Carolina law, of certain business personal property within the County as authorized North Carolina law, specifically for all business entities owned, in whole or in part, or related to in any other relevant way, Mission Health System, Inc., the Board of Directors for the same, and/or any subpart and/or subsidiary thereof and/or any purchasers, successors, and/or assigns (hereinafter, sometimes, collectively referred to as "Mission Health").

NOW, THEREFORE, in consideration of the mutual covenants and agreements made herein, the parties agree as follows:

AGREEMENT

1. SERVICES:

In accordance with the charges, terms and condition contained in the Contract, TMA agrees to furnish business personal property services to obtain an accurate tax listing and asset cost analysis for all business personal property, in whole or in part, or related to in any other relevant way, Mission Health System, Inc., the Board of Directors for Mission Health, and/or any subpart and/or subsidiary thereof (hereinafter "Services").

- A. Said Services shall include, but not necessarily be limited to the **assessment of three (3) business personal property locations within the County.**
- B. The Services provided by TMA shall be performed in accordance with the terms and conditions provided by this Contract and in compliance with all applicable laws, rules, and/or regulations. TMA agrees to perform the services in accordance with professionally accepted auditing and accounting, standards.
- C. In accordance with the charges, terms and conditions contained in this contract, and as part of the Services, TMA agrees to determine the accurate business personal property tax listing and cost analysis of all Mission Health business personal property located in the County. TMA shall perform Services for all Mission Health locations and/or business entities within the County including any it discovers, as well as those assigned by the County.
- D. All correspondence in connection with the Service sent to the Taxpayer will be signed by the County Tax Assessor or by his authorized designee.

- E. In order to assist in the scheduling of the Mission Health entities selected by the County for services, the County agrees to make available to TMA copies of the business personal property listings and/or other relevant data for each and any years for which Mission Health may have provided the same to the County.
- F. TMA agrees to provide Services for the 2019 business personal property tax listing. This service will require TMA to perform an audit of tangible assets along with an asset cost analysis. The audit and cost analysis will be performed on the 2018 financial records and any prior year financial records required to complete this service.
- G. It is expressly understood by TMA that under the provisions of North Carolina General Statute §105-299, it and its employees are subject to the State Confidentiality Statutes (General Statute §105-289(I) and General Statute §105-259) and the penalties contained therein. TMA agrees to abide by any and all applicable laws concerning confidentiality of taxpayer records and shall indemnify, defend, and hold the County harmless from any liability which may result from an action involving TMA or its employees or agents regarding confidentiality of the taxpayer's records.
- H. TMA agrees to provide training to designated employees of the County as to all aspects of the Services provided pursuant to this Contract. Any appropriate designee of the County may accompany TMA on any meeting with Mission Health provided the County shall be responsible for the travel related expenses of such County employee.
- I. TMA agrees that no employee of the company will consult with or answer questions regarding any aspect of the Services, except with authorized County officials and the taxpayer, unless otherwise directed to do so by the County Tax Assessor.
- J. If through any cause, TMA or the County fails to fulfill its obligations as provided by this Contract, or materially violates any of the covenants or stipulations within this Contract, or becomes unsatisfied with services rendered, and such failure or violation continues for thirty (30) days after written notice thereof by a party, either party shall thereupon have the right to terminate this Contract immediately upon giving thirty (30) prior written notice to the other party. Said notice shall be mailed to the party by certified mail to the mailing address as specified herein. In the event of termination, all audits assigned and completed by TMA and all fees for completed audits shall be payable in accordance with the terms as provided by this Contract, less any costs or expenses incurred or anticipated to be incurred by the County due to any errors or omissions of TMA. Should this Contract be terminated, TMA shall deliver to the County within seven (7) days, at no additional cost, all deliverables including any electronic or files relating to the audit.
- K. It is expressly understood and agreed to by TMA and the County that the audit services performed under this Contract represent an examination of data and materials, as might be contained in a taxpayer's accounting records or other documents, for the purpose of verifying the accuracy of listings, reports, or statements filed with the County in connection with a taxpayer's listing of property. This service is not a Business appraisal service except that information obtained in the Services performed by TMA may be used by the County Tax Assessor to form an opinion or estimate of value as in an appraisal. TMA is solely responsible for the professional quality, accuracy and timely completion and/or submission of all work related to the audits.

2. COST AND PAYMENT FOR AUDIT SERVICES:

1. The County shall pay to TMA for services furnished under this Contract **six hundred and fifty dollars (\$650) per location for a sum of one thousand nine hundred and fifty dollars (\$1,950). Payment for Services hereunder shall not exceed \$1,950 without the County's express written authority.** Prior to undertaking the Services, County and TMA shall discuss which locations are known to exist. TMA shall inform County if it discovers any new locations other than those identified in the discussion referenced above and shall not perform Services on the same without the County's permission.

TMA agrees to bill the County on a monthly basis; however, no billing shall include charges for services rendered on the services unless and until the service has been completed and 30 days have passed, unless otherwise agreed by the County Assessor.

2. Invoicing – The County agrees to pay TMA for all properly completed and invoiced services. If the event the amount stated on an invoice is disputed by the County, the County may withhold payment of all or a portion of the amount stated in an invoice until the parties resolve the dispute. Should TMA fail to perform its duties under the terms of this Contract, County may, without fault or penalty, withhold any payments associated with the work to be performed until such time as said work is completed.
3. Not Contingency Fee – It is expressly understood by the County and TMA that the invoicing provisions of this contract and/or contract addendum(s) are not subject to or contingent on the results of any or all audit(s) assigned by County to TMA and performed by TMA. Fees for said audits, regardless of the outcome or results of said audits, will be invoiced by TMA to the County after said audits have been completed and the taxpayer's appeal rights exhausted or time barred by applicable statutes of limitations, unless otherwise agreed by the County Tax Assessor.
4. All expenses incurred by TMA in performing the Services under this Contract including, but not limited to, travel, food, lodging, mileage, salaries, etc. shall be the responsibility of TMA. The County will be responsible for the cost of postage related to the Services hereunder and for the cost of providing TMA copies of County tax records associated with an individual location.
5. All legal costs involving tax appeals resulting from an audit shall be the responsibility of the County.
6. TMA will support the listing of assets and value determined for tax year 2019 with, but not limited to, the taxpayer, the Board of Equalization and Review, and the Property Tax Commission.
7. Payment for services shall not constitute an agreement that services are rendered. Services are considered rendered after all appeal rights or legal proceedings related to services provided have been exhausted.

GENERAL PROVISIONS

- A. **AUTHORITY TO CONTRACT**: The County authority to contract for the service herein is authorized by North Carolina General Statute §105-299.
- B. **AUDIT**: All invoices shall be submitted by TMA to the County Tax Assessor with sufficient detail for services completed.
- C. **TERM / CANCELLATION**: This Contract shall become effective from the date entered above and shall remain in effect until the audit is deemed complete. This Contract may be terminated by either party without cause following the initial term upon thirty (30) days written notice. Notwithstanding the foregoing, the County may terminate this Contract for any reason, or for no reason, upon thirty (30) days written notice to TMA without penalty and, in such an event, will pay to TMA the pro-rated value of the work it has performed. The following schedule will be used to determine the proration:
- Proration Schedule:
- 10% of payment total for assigned accounts once initial introduction letter is sent to the taxpayer.
- 50% of payment total for assigned accounts once 30 days has passed from the appointment date listed on the appointment letter sent to the taxpayer.
- D. **COLLATERAL ASSIGNMENT**: The County acknowledges and agrees that payment due TAX MANAGEMENT ASSOCIATES, INC. under this Contract and all other agreements with the government authority (the "Contract") have been collaterally assigned to Branch Banking and Trust Company (a North Carolina banking corporation, whose address is 6869 Fairview Road, Charlotte, North Carolina 28210-3384). All payments due TAX MANAGEMENT ASSOCIATES, INC. under this the Contract will be sent, **UPON REQUEST by Branch Banking and Trust**, to the Bank at that address pursuant to a financing and cash management arrangement. Payments made by the County pursuant to such request shall constitute accord and satisfaction the sums due to TMA. The Bank is authorized to receive information relating to this Contract and payments due under the Contract and all amendments or modifications to the Contract from YANCEY COUNTY (the government authority). The Bank is authorized to rely upon the terms of the Contract. The government authority agrees to give notice to the Bank thirty (30) days prior to termination of this Contract.
- E. **INDEMNIFICATION**: To the fullest extent permitted by laws and regulations, TMA shall indemnify, defend, and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including, but not limited to, fees and charges to attorneys and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this contract or the actions of TMA or its officials, employees, or contractors under this Contract or under the Contracts entered into by TMA in connection with this contract. This indemnification shall survive the termination of this Contract.
- F. **NON-DISCRIMINATION**: TMA shall not discriminate against any person on the grounds of race, color, national origin, sex, age or disability in the administration of this contract. Nor shall any person be excluded from participation in, or be denied the benefits of this contract on the grounds of race, color, national origin, sex, age or disability.

- G. **LAW CONTROLLING**: The laws of the state of North Carolina shall control and govern this contract.
- H. **NON-ASSIGNMENT**: This Contract is not assignable by either party, by operation of law or otherwise, unless expressly agreed to in writing by both parties.
- I. **MODIFICATION**: This contract may be modified only by a written agreement executed by both parties hereto.
- J. **ENTIRE AGREEMENT**: This contract constitutes the entire agreement of the parties and no other agreement or modification to this contract, expressed or implied, shall be binding on either party unless same shall be in writing and signed by both parties. This Contract may not be orally modified. Any modifications must be in writing, expressly titled a modification or addendum to this contract, attached to this contract, and signed by both parties.
- K. **SEVERABILITY**: Should any provision, portion, or application thereof of this Contract be determined by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any applicable law or constitutional provision, the Parties shall negotiate an equitable adjustment in the affected provisions of this Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions, portions, or applications thereof, shall not be impaired.
- L. **NON-APPROPRIATION**: TMA acknowledges that County is a governmental entity, and the validity of this Contract is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this Contract, then this Contract shall automatically expire without penalty to County immediately upon written notice to TMA of the unavailability and non-appropriation of public funds. It is expressly agreed that County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Contract, but only as an emergency fiscal measure during a substantial fiscal crisis.

In the event of a change in the County's statutory authority, mandate and/or mandated functions, by state and/or federal legislative or regulatory action, which adversely affects County's authority to continue its obligations under this Contract, then this Contract shall automatically terminate without penalty to County upon written notice to TMA of such limitation or change in County's legal authority.

- M. **NOTICES**: Any notices to be given or submitted by either party to the other pursuant to this Contract shall be made in writing and sent by first class mail, postage paid or by hand delivery to:

COUNTY:
YANCEY COUNTY
110 Town Square, Room 1
Burnsville, NC 28714
ATTN: Danny McIntosh
Tax Assessor

CONSULTANT:
TAX MANAGEMENT ASSOCIATES
5121 Parkway Plaza Blvd.
Charlotte, NC 28217
ATTN: Richard H. "Chip" Cooke, Jr.
Chief Executive Officer

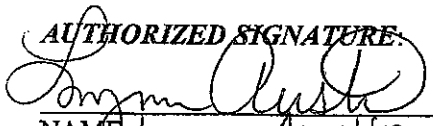
Executed and entered into by the parties hereto:

The individual signatories below have the expressed and implied authority on behalf of their respective Boards to execute this Agreement. The Parties may execute this Agreement in separate counterparts and the execution of a copy shall have the same effect as the execution of an original. Such execution may be by facsimile or PDF attachment to an email.

ACCEPTED:

YANCEY COUNTY
110 TOWN SQUARE, ROOM 1
BURNSVILLE, NC 28714

AUTHORIZED SIGNATURE:


NAME Lynn Austin
TITLE County Manager

DATE: 2/11/19

ATTEST BY:



TITLE:

Yancey Co Clerk
to Board of Commissioners

ACCEPTED:

TAX MANAGEMENT ASSOCIATES, INC.
5121 PARKWAY PLAZA BLVD.
CHARLOTTE, NC 28217

AUTHORIZED SIGNATURE:


RICHARD H. "CHIP" COOKE, JR.
CHIEF EXECUTIVE OFFICER

DATE: _____

ATTEST BY:

TITLE: _____

YANCEY COUNTY COMMISSIONERS

BUDGET AMENDMENT # 2

FUND: GENERAL

As entered in the minutes of the Yancey County Board of Commissioners at a meeting on
Monday, February 11, 2019

| EXPEND. CODE | ACCOUNT | INCREASE | DECREASE |
|---------------|---------------------|-----------|-----------|
| 105320-5768 | LIEAP PAYMENTS | 33,515.00 | |
| 105320-5775 | CRISIS FUNDING | 28,515.00 | |
| 105321-5325 | CSE - POSTAGE | | 500.00 |
| 105321-5352 | CSE - R&M EQUIPMENT | | 500.00 |
| 105321-5395 | CSE - TRAINING | | 400.00 |
| 105321-5510 | CSE - CAPITAL | | 1,772.00 |
| 105321-526011 | CSE - FILING FEES | 3,172.00 | |
| | TOTALS | 65,202.00 | 3,172.00 |
| | NET CHANGE | | 62,030.00 |

| | | INCREASE | DECREASE |
|---------------|---------------------|-----------|-----------|
| 104055-475001 | LIEAP PAYMENTS | 33,515.00 | |
| 104055-475101 | CRISIS INTERVENTION | 28,515.00 | |
| | | | |
| | | | |
| | TOTALS | 62,030.00 | 0.00 |
| | NET CHANGE | | 62,030.00 |

0.00

YANCEY COUNTY COMMISSIONERS

BUDGET AMENDMENT # 3

FUND: GENERAL

As entered in the minutes of the Yancey County Board of Commissioners at a meeting on
Monday, February 11, 2019

| | EXPEND. CODE | ACCOUNT | INCREASE | DECREASE |
|------------|---------------|---|------------|------------|
| 1 | 104140-5341 | PRINTING | 3,000.00 | |
| 2 | 104140-5311 | TRAVEL/MILEAGE | | 500.00 |
| 3 | 104140-5312 | TRAVEL EXPENSES | | 500.00 |
| 4 | 104140-5381 | COMPUTER PROGRAM TIME | | 2,000.00 |
| 5 | 104552-5540 | CAPITAL - YCTA VANS | 63,664.00 | |
| 6 | 104200-512106 | ANNUAL LEAVE PAYOUT | 10,000.00 | |
| 7 | 104200-512106 | COMP TIME PAYOUT | 10,000.00 | |
| 8 | 104190-524011 | R&M JAIL - (ENTRANCE GATE) | 16,831.00 | |
| 9 | 104190-5394 | CLEANING SERVICES - COURTHOUS | 23,664.00 | |
| 10 | 104190-5121 | SALARIES - CUSTODIAN | | 23,664.00 |
| 11 | 107000-600002 | CONT TO GRANT FUND-MATCH TO SHERIFF'S OFFICE GRANT | 4,631.00 | |
| TOTALS | | | 131,790.00 | 26,664.00 |
| NET CHANGE | | | | 105,126.00 |

| | | | INCREASE | DECREASE |
|------------|---------------|--------------------------------|------------|------------|
| 12 | 104050-562001 | REIM CAPITAL - YCTA VANS - 90% | 57,298.00 | |
| 13 | 104000-450042 | NCCMT INTEREST | 47,828.00 | |
| TOTALS | | | 105,126.00 | 0.00 |
| NET CHANGE | | | | 105,126.00 |

0.00

YANCEY COUNTY COMMISSIONERS

BUDGET AMENDMENT # 4

FUND: GRANT

As entered in the minutes of the Yancey County Board of Commissioners at a meeting on
Monday, February 11, 2019

| EXPEND. CODE | ACCOUNT | INCREASE | DECREASE |
|---------------|----------------------------|-----------|-----------|
| 224310-5601 | GRANT FOR TASERS (GCC) | 24,491.00 | |
| 224310-5623 | COPS GRANT - GUARD 911 APP | 13,891.00 | |
| 224310-562301 | COPS GRANT (MATCH) | 4,631.00 | |
| | | | |
| | | | |
| | TOTALS | 43,013.00 | 0.00 |
| | NET CHANGE | | 43,013.00 |

| | | INCREASE | DECREASE |
|---------------|-------------------------------|-----------|-----------|
| 224000-450010 | GOV CRIME COMM GRANT - TASERS | 24,491.00 | |
| 224000-4001 | CONT FROM GEN FUND (MATCH) | 4,631.00 | |
| 224000-4527 | COPS GRANT | 13,891.00 | |
| | | | |
| | TOTALS | 43,013.00 | 0.00 |
| | NET CHANGE | | 43,013.00 |

0.00



YANCEY COUNTY FINANCE OFFICE

110 TOWN SQUARE, ROOM 11, BURNSVILLE, NC 28714

PHONE (828)682-3819 • FAX (828)682-4301

FINANCE DIRECTOR, LYNNE E. HENSLEY • lhensley@yanceycountync.gov

FINANCE OFFICER, BRANDI BURLESON • bburleson@yanceycountync.gov

ASST. FINANCE OFFICER, LISA MILLER • lmiller@yanceycountync.gov

NOTES TO BUDGET AMENDMENT # 2

The purpose of this budget amendment is to adjust the line items for the Department of Social Services Budget for the 2018-2019 fiscal year. The Department of Social Services budget changes so much from adoption to the end of the fiscal year so this brings the budget more in line with actual numbers. There was additional funding authorized for the CRISIS Intervention program (\$28,515) and the LIEAP Program (\$33,515). This is the first budget that has included the child support enforcement program so we adjusted those line items to reflect realistic expenditures. This amendment increases the overall 2018-2019 Fiscal Year Budget from \$22,949,590 to \$23,011,620.

NOTES TO BUDGET AMENDMENT # 3

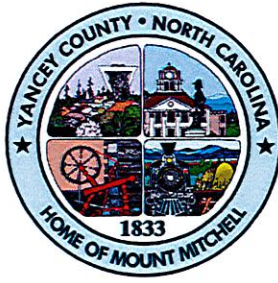
Budget Amendment # 3 will adjust various line items to cover expenditures for unexpected or unbudgeted expenses. Lines 1-4 increase the line item in the tax office to cover the cost of printing the tax abstracts that went out for business property. The overage in printing was covered by other various line items in the tax office budget. Lines 5 & 12 are to cover 2 vans that were bought by the Dept of Transportation, the expense is \$63,664 and is reimbursed 90% by the NC Dept of Transportation and the County pays 10%. Lines 6 & 7 are to cover payouts for several employees that left Yancey County during the fiscal year. Line 8 is to replace several motor parts and the actual entrance section of the gate in the Sheriff's Office/Detention Center. The motor is outdated and doesn't operate correctly causing it to close before a car completely enters the gate. Also, the current opening is not large enough for an ambulance/fire truck to enter which causes a liability for the County if an inmate is hurt/sick or there is a fire at that end of the building. Lines 9 & 10 moves money from one line item to another to cover the cleaning contract for the Courthouse. Line 11 is the match for the Sheriff's Office grant on budget amendment # 4. The cost of this amendment is covered by the extra interest earned from transferring our savings to NCCMT which has a much higher interest rate.

NOTES TO BUDGET AMENDMENT # 4

This amendment includes the adjustments to line items to reflect two grants received by Wes Prensell in the Sheriff's Office. The first grant was from the Governor's Crime Commission in the amount of \$24,491 to replace outdated Tasers. This grant was funded with no local match.

The second grant was from COPS (Community Oriented Policing Services) which provided \$13,891 with a match of \$4,631 for a total of \$18,522 to purchase the Guard911 applications for school staff phones. Guard911 is installed on teacher phones and when activated it will alert 911 and send out alerts to all law enforcement phones in a 10 mile radius.

If you have any questions on amendment # 2, 3, or 4, please feel free to call me on my cell phone at 208-3354, Brandi.



Attachment E

Board of Equalization and Review – 2019

Jeff Whitson

Mark Ledford

Jill Austin

David Grindstaff

Johnny Riddle

Byrl Ballew

Jim Deaton

Margaret Pierce

Jerri Storie

Bill Wheeler

Jamie McMahan

Agreement for Professional Services

A. PROJECT DESCRIPTION

Yancey County (CLIENT) seeks a firm to provide rights-of-way or easement acquisition and negotiation services for a state-funded road widening project. WR-Martin, a wholly owned subsidiary of WithersRavenel (CONSULTANT) proposes to work with the five (5) identified land owners and eight (8) contiguous parcels of land along the proposed route, with the understanding that easements and rights-of-way must be negotiated in accordance with federal regulations under the Uniform Relocation Act.

B. SCOPE OF SERVICES

Task 1 – Inventory of Properties and Review of Existing ROW with NCDOT

- A. CLIENT will provide to CONSULTANT existing mapping, surveys, property tax records, project plans, and other items related to the proposed route.
- B. CONSULTANT will review properties and existing NCDOT rights-of-way with Division engineers and the Division Rights-of-Way office.
- C. CONSULTANT will review all applicable federal regulations relating to ROW acquisition under 23 CFR 710, 49 CFR 490 and NCDOT regulations, to ensure compliance with required regulations.
- D. CONSULTANT will hold an initial meeting with NCDOT representatives to discuss the proposed acquisition process.
- E. CLIENT or CLIENT'S representative will provide a thorough review of the project route and the permanent and temporary easements needed and the proposed impacts on each parcel.
- F. CLIENT and CONSULTANT will discuss the following items to ensure there is a clear understanding for the approach to each:
 - o Easement compensation valuation process and policies;
 - o Process for legal document preparation and the easement agreements;
 - o Creation and execution of necessary subordination agreements by the CLIENT'S attorney; and
 - o CLIENT'S attorney contact information and project introduction.

Task 2 – Preparation of Real Estate Project Files

- A. CONSULTANT will create a real estate file for each property to be acquired. This will include all documentation necessary under federal guidelines as well as estimates from NCDOT Division engineers and the CLIENT.

Task 3 – Preparation of Procurement of Certified DOT Appraisal Firm & Early Acquisition Proceedings

- A. Perform preliminary valuation of easements, based on CLIENT's engineers' square foot calculation of needed permanent and temporary easement to determine if any easement is projected to be over \$10,000. Submit calculations to NCDOT for review and consideration.
- B. If NCDOT's review indicates an easement will exceed the value of \$10,000 then an appraiser will need to be procured. CONSULTANT will aid the County in the procurement and selection of the appraisal process.
- C. CONSULTANT will provide selected appraisal firm with all documentation relating to the properties under consideration. {Optional – If needed}
- D. CLIENT'S Attorney to ensure all title searches, deed research, recording, and any other required legal work is performed in a timely manner which conforms to federal regulations.
- E. CONSULTANT will pursue any waiver exclusions (easements estimated under \$10,000) and will submit those to NCDOT Right-of-Way Office for approval. CONSULTANT will compile reports on waiver exclusions, which are determined by the proposed project route, amount of easement needed, tax value, and market value comparisons if necessary.

Task 4 – ROW/Easement Negotiation and Acquisition

- A. Prior to the first contact with the property owner, CONSULTANT will study each parcel on the plans and make an on-the-ground inspection of each individual parcel to become familiar with the property.
- B. CONSULTANT will prepare and mail initial letters to each property owner, notifying them of the project, including the standard NCDOT Rights-of-Way Brochure, and requesting contact by owners to begin the process of discussing the project. CONSULTANT will provide an explanation of the necessity for the project and its nature.
- C. CONSULTANT will follow up on the letters with an initial phone call and in-person meeting to review the proposed easement, the survey, and any associated documents, including project plans for the route, explanation of the how the property will be affected, review of the acquisition procedure, role of the appraiser, etc. This meeting includes a review of the proposed compensation value and the compensation process.
- D. After the first meeting, CONSULTANT will update each file as required, giving special attention to the property owner(s) needs; include appropriate follow-up including the property owner's place of work, telephone number(s) and addresses; obtain exact signature(s) required for the easement document; add the agent's comments regarding the property owner's responses and the apparent attitude regarding the proposed easement; and note any and all special needs in each property owner's file. Maintain copies for the CLIENT and required office files.
- E. CONSULTANT will meet with property owner up to two more times if necessary to address questions, provide solutions, close negotiations, and obtain signatures when possible. If negotiation is not possible, CONSULTANT will provide a written report detailing all meetings, conversations, and perceived issues and/or solutions attempted during the negotiation process.
- F. CONSULTANT will meet with CLIENT's attorney to ensure all legal work is performed in accordance with federal regulations in recording the agreements.
- G. CONSULTANT will prepare all signed agreements for submission to NCDOT. This includes approval from the Division Right of Way Office for waiver exclusions of easement agreements under \$10,000 {and Area Right of Way Office Approval for easement agreements and appraisals over \$10,000 – if applicable}.

- CLIENT and CLIENT's attorney will prepare easement legal agreements for CONSULTANT to use during the acquisition process that will be signed by property owners. Alternatively, the NC DOT form may be used if CLIENT requests.
- CLIENT's attorney will perform all necessary deed research to confirm who holds legal title to each parcel and is who is authorized to be named in the easement and sign the legal agreements.
- CLIENT will handle recording of finalized legal agreements and pay all associated expenses.
- CLIENT's attorney will handle any subordination agreements that arise through the process that need to be executed.
- Proposal does not include expenses associated with the Appraisers services. It is our understanding that the appraiser, if needed, has been secured separately.

D. ADDITIONAL SERVICES

Services that are not included in Section B or are specifically excluded from this AGREEMENT shall be considered Additional Services. The CONSULTANT will furnish or obtain from others Additional Services if requested in writing by the CLIENT and accepted by the CONSULTANT. Additional Services shall be paid by the CLIENT in accordance with the Fee & Expense Schedule provided at the time of negotiation.

E. CLIENT RESPONSIBILITIES

During the performance of the CONSULTANT's services under this AGREEMENT, CLIENT will:

- ▶ Assist the CONSULTANT by providing all available information pertinent to the PROJECT, including any reports, maps, drawings, and any other data relative to the PROJECT.
- ▶ Examine all proposals, studies, reports, sketches, estimates, specifications, drawings, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

F. COMPENSATION FOR SERVICES

CONSULTANT proposes to provide the following Scope of Services to the CLIENT as outlined in this document for Hourly Fee based on actual hours incurred. The anticipated fee is between \$10,000 - \$15,000 plus reimbursable expenses.

G. TIMELINE FOR SERVICES

CONSULTANT will begin services immediately upon receipt of signed contract.

H. ACCEPTANCE

Receipt of an executed copy of this agreement will serve as the written agreement between CONSULTANT and CLIENT for the services outlined.

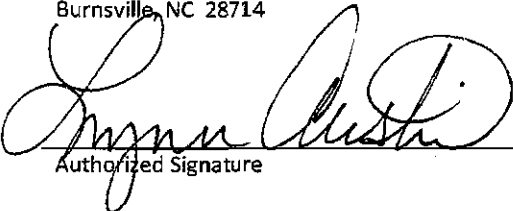
Submitted by CONSULTANT:

WithersRavenel, Inc.
84 Coxe Avenue
Suite 260
Asheville, NC 28801

Accepted by CLIENT:

Yancey County
110 Town Square, Room 11
Burnsville, NC 28714

Authorized Signature



Authorized Signature

Jessica Martin-Lane

Printed Name

Ms. Lynn Austin

Printed Name

Vice President

Title

Yancey County Manager

Title

jmartinlane@withersravenel.com

Email Address

Lynn.austin@yanceycountync.gov

Email Address

828-232-6109

Phone

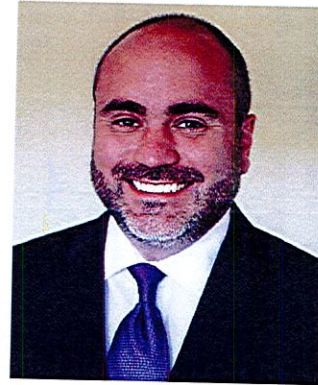
828-682-3971

Phone



YANCEY COUNTY
ECONOMIC DEVELOPMENT COMMISSION

Jamie L. McMahan
Planning & Economic Development Director
NCEDA, AICP, NREDA, SEDC



2018 Economic Development Report for Yancey County

As Planning & Economic Development Director for Yancey County it is my privilege to share with you a year-in-review report to look back at 2018 and the progress made to grow, enhance and diversify the economy in our community. 2018 saw a number of projects positively enhancing many sectors of our economy. Highlights of many of those projects are listed by economic sector below.

Business Retention and Recruitment

We saw the number of jobs added by existing business and industry grow in 2018 and were able to add new employment opportunities by assisting our existing businesses to expand and by recruiting new employers to the area. By collaborating with the Economic Development Partnership of North Carolina and the North Carolina Department of Commerce Yancey County was able to secure building reuse grants to support two notable projects in our community in 2018.

The first grant obtained was in an amount of \$25,000 to support the relocation and expansion of Mt. Electronics (a local firm providing electronic components to the coin laundry industry in North America) into their new facility in Micaville at the former Taylor Togs building, bringing additional jobs to our economy, allowing Mt. Electronics to grow their customer base, and putting a formerly empty manufacturing facility back in operation.

The second building reuse grant received by Yancey County in 2018 was a Rural Health Building Reuse Grant in an amount of \$50,000 awarded in support of the opening of the new Mercy Urgent Care Clinic in Burnsville. This project created new,

113 Green Mountain Drive, P.O. Box 246, Burnsville, NC 28714
(828) 682-7722

Jamie.McMahan@yanceycountync.gov

high-paying jobs in the healthcare sector and provided Yancey County citizens with more choice and availability for healthcare needs.

In 2018 Yancey EDC also commissioned a redesign of its website featuring a more modern, adaptive browser design, integrating links to local incentive policies and applications, state and local incentives and resources, and linking to a web-based app designed by the High Country Council of Governments featuring data on available industrial sites in the county. The new site also features a user-friendly contact portal, allowing visitors to the site to directly connect to the EDC office with any questions they might have.

Small Business Development

Yancey County saw growth in the small business sector in 2018 as well, leading the surrounding counties in the number of small start-up business concerns over the past year. In an effort to support and encourage growth in our small business community Yancey EDC, in collaboration with the Town of Burnsville, Yancey Chamber of Commerce and Mayland Community College's Small Business Center began sponsorship of a Main Street Merchants Breakfast series which allows downtown merchants to gather together, share ideas with our local agencies working in economic development, and be provided with great training and educational resources through Mayland's Small Business Center on topics ranging from accounting and management to marketing and dealing with a seasonal retail economy.

In light of the growing number of workers in the United States who telecommute to work Yancey EDC has also created a monthly meetup group for remote workers to bring folks who live in or have moved to our area as a result of our high-speed broadband connectivity. These monthly events have helped create a network between our remote workers, allowing them to collaborate and support each other, and begin developing plans to create co-working spaces in our community so we can make ourselves even more attractive as a place to relocate for those folks who can work remotely and want to choose to live in a rural community with a great quality of life.

In 2018 Yancey EDC also took steps to increase the availability of financial incentives to small businesses, in addition to our community's already robust incentive policy geared toward industrial recruitment. In the fall of 2018 Yancey EDC's new Downtown Entrepreneurship Assistance Program Grant was announced which allows business owners opening new businesses in our community to apply for a \$2,500 grant to assist with startup expenses and to receive their first year's membership in the Yancey

113 Green Mountain Drive, P.O. Box 246, Burnsville, NC 28714
(828) 682-7722

Jamie.McMahan@yanceycountync.gov

Chamber of Commerce free. Our first grant was awarded in the fourth quarter of 2018 and I anticipate several applications in the coming year as well.

Travel & Tourism

As a joint project with the Yancey Chamber of Commerce, Yancey EDC undertook the development of the first television ad campaign designed to market our community to visitors to the greater western North Carolina region, in the Asheville media market and beyond. The development of the new Explore Burnsville ad campaign was completed in the fourth quarter of 2018 and will be in broadcast circulation in the first quarter of 2019.

Long-Term Projects

In addition to the projects mentioned above, Yancey EDC continues to work actively in pursuing business and industry recruitment leads in collaboration with the Economic Development Partnership of North Carolina. In addition to these recruitment efforts, work continues in collaboration with Magellan Strategies on a project to recruit a new lodging establishment to the community.

Beginning in the fourth quarter of 2018, in partnership with Yancey County and the Town of Burnsville, Yancey EDC brought together a steering committee to work with the High Country Council of Governments and the North Carolina Department of Commerce to develop a new Strategic Economic Development Plan for our community. The previous plan, adopted in 2005, which featured recommendations focused heavily on community development and infrastructure construction has in the intervening years become obsolete due to the advancements made by county and town governments to implement the proposals contained in the 2005 plan. This effort (which will be a year-long planning initiative) will conclude in the fourth quarter of 2019 and will produce a new strategic plan which will take into considerations the advancements made since the 2005 plan and chart a new direction for long-term economic development goals for the coming decade.

State of the Local Economy; Facts & Figures

Due to the combined efforts of our local business community, and the collaboration of those agencies and individuals working together to grow Yancey County's economy, 2018 was an impressive year for our community by the numbers.

Unemployment numbers released by the North Carolina Department of Commerce as of November 2018 reported Yancey County's unemployment rate (not adjusted for seasonal employment) at 3.2%, a one-percent decrease in comparison with the unemployment rate for our community as of November 2017 (4.2%). 3.2% unemployment represents the sixth-lowest unemployment rate in North Carolina for the period ending November 2018, a distinction Yancey County shares with eight other counties with a 3.2% rate. Looking at a per capita comparison with other counties, based on population and the size of the workforce, Yancey County has the 30th lowest unemployment rate out of the state's one-hundred counties.

2018 saw the average median wage for Yancey County workers increase as well. The average median wage for the previous year in Yancey County was \$29,109. According to data released by the North Carolina Department of Commerce that figure rose to \$32,490 in 2018, an increase of \$3,381. In comparison with the eleven other counties located in North Carolina's Northwest Prosperity Zone Yancey County had the highest increase in median average wage for our workers.

As a result of the growing workforce, decrease in unemployment rate, and increase in average median wage Yancey County was elevated by the North Carolina Department of Commerce in 2018 from designation as a Tier 1 economically distressed county, to a Tier 2 ranking, indicative of improved economic conditions countywide.

We have made a lot of progress toward the goal of growing our economy in Yancey County over the past year. That is due in large part to the quality and dedication of our workforce, and to the business-minded attitude of our employers. It is also due to the great cooperation between local and state agencies working in the field of economic development every day here in our community. I would like to specifically thank the nine members of the Yancey County Economic Development Commission, the governments and elected officials of Yancey County and the Town of Burnsville, and our partners at the High Country Regional Council of Governments and the Economic Development Partnership of North Carolina, specifically local regional representative Bill Slagle who has been so great to work with as a liaison between local and state officials on a variety of projects.

As we look forward to 2019 I wish for the best for all of our businesses, large and small, and all of our workers and hope for another year of continued partnership and success.

Jamie L. McMahan, Director
24 January 2019

113 Green Mountain Drive, P.O. Box 246, Burnsville, NC 28714
(828) 682-7722
Jamie.McMahan@yanceycountync.gov

Yancey County Tax Office

County/District Collection Percentage Report
As of: 01-31-2019

Run Date: 02-01-2019

2018
County

Net Levy \$
12,656,211.93

Collections \$
11,422,350.23

Collections %
90.26

Districts

| Name | Net Levy \$ | Collections \$ | Collections % |
|------------------------------------|-------------|----------------|---------------|
| 001 - BURNSVILLE FIRE DISTRICT | 193,879.64 | 177,376.59 | 91.49 |
| 002 - CANE RIVER FIRE DISTRICT | 74,136.24 | 68,444.06 | 92.33 |
| 003 - EGYPT FIRE DISTRICT | 78,040.04 | 71,375.07 | 91.46 |
| 004 - RAMSEYTOWN FIRE DISTRICT | 24,452.74 | 20,925.24 | 85.58 |
| 005 - GREEN MOUNTAIN FIRE DISTRICT | 27,299.29 | 23,106.93 | 84.65 |
| 006 - JACKS CREEK FIRE DISTRICT | 66,587.22 | 59,554.72 | 89.44 |
| 007 - BRUSH CREEK FIRE DISTRICT | 39,381.20 | 35,659.21 | 90.55 |
| 008 - CRABTREE FIRE DISTRICT | 174,316.98 | 153,707.49 | 88.18 |
| 009 - SOUTH TOE FIRE DISTRICT | 193,266.47 | 173,461.83 | 89.76 |
| 010 - PENSACOLA FIRE DISTRICT | 95,936.61 | 89,462.80 | 93.26 |
| 011 - PRICES CREEK FIRE DISTRICT | 153,907.73 | 140,346.07 | 91.19 |

District Totals

Net Levy \$
1,121,204.16

Collections \$
1,013,420.01

Collections %
90.39

Attachment H

Posting Report

01-01-2019 to 01-31-2019

02-01-2019
10:04 AM

I. Tax Collections + Releases

| Year | General Fund | Burnsville | West Yancey | Egypt/Ramseytown | Clearmont | Double Island | Newdale | South Toe | Pensacola | TOTAL |
|--------------|--------------|-------------|-------------|------------------|------------|---------------|-------------|-------------|------------|----------------|
| 2010 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$9.12 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$9.12 |
| 2011 | \$716.63 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$716.63 |
| 2012 | \$109.76 | \$0.00 | \$0.00 | \$0.00 | \$12.20 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$121.96 |
| 2013 | \$101.00 | \$0.00 | \$0.00 | \$0.00 | \$10.10 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$111.10 |
| 2014 | \$308.51 | \$66.76 | \$0.00 | \$0.00 | \$33.62 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$408.89 |
| 2015 | \$562.75 | \$0.00 | \$9.88 | \$21.53 | \$0.00 | \$0.00 | \$0.00 | \$29.12 | \$0.00 | \$623.28 |
| 2016 | \$1,020.76 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$39.96 | \$32.63 | \$0.00 | \$1,093.35 |
| 2017 | \$2,299.83 | \$37.28 | \$18.76 | \$0.00 | \$0.00 | \$0.00 | \$39.96 | \$33.35 | \$2.04 | \$2,431.22 |
| 2018 | \$957,902.83 | \$10,709.07 | \$16,649.57 | \$7,499.27 | \$5,048.62 | \$2,519.62 | \$18,098.54 | \$14,172.76 | \$5,798.29 | \$1,038,398.57 |
| TOTAL | \$963,022.07 | \$10,813.11 | \$16,678.21 | \$7,520.80 | \$5,113.66 | \$2,519.62 | \$18,178.46 | \$14,267.86 | \$5,800.33 | \$1,043,914.12 |

II. Releases

| | Current Year | Prior Year | TOTAL |
|------------------|--------------|------------|----------|
| General Fund | \$240.92 | \$0.25 | \$241.17 |
| Burnsville | \$0.00 | \$0.00 | \$0.00 |
| West Yancey | \$13.08 | \$0.00 | \$13.08 |
| Egypt/Ramseytown | \$0.00 | \$0.00 | \$0.00 |
| Clearmont | \$0.00 | \$0.00 | \$0.00 |
| Double Island | \$0.00 | \$0.00 | \$0.00 |
| Newdale | \$6.41 | \$0.00 | \$6.41 |

Transaction Type Report

01-01-2019 to 01-31-2019

| Year | General | Fire | Penalty | Waste | Additional Fees | Principal | Interest | Advertising Cost | Legal Cost | Total |
|--------------|---------------------|--------------------|-----------------|---------------|-----------------|-----------------------|-------------------|------------------|---------------|-----------------------|
| 2010 | \$0.00 | \$9.12 | \$0.00 | \$0.00 | \$0.00 | \$9.12 | \$338.61 | \$0.00 | \$0.00 | \$347.73 |
| 2011 | \$716.63 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$716.63 | \$5.69 | \$0.00 | \$0.00 | \$722.32 |
| 2012 | \$109.76 | \$12.20 | \$0.00 | \$0.00 | \$0.00 | \$121.96 | \$68.68 | \$0.00 | \$0.00 | \$190.64 |
| 2013 | \$101.00 | \$10.10 | \$0.00 | \$0.00 | \$0.00 | \$111.10 | \$52.02 | \$0.00 | \$0.00 | \$163.12 |
| 2014 | \$308.51 | \$100.38 | \$0.00 | \$0.00 | \$0.00 | \$408.89 | \$458.75 | \$0.00 | \$0.00 | \$867.64 |
| 2015 | \$562.75 | \$60.53 | \$0.00 | \$0.00 | \$0.00 | \$623.28 | \$183.64 | \$10.66 | \$0.00 | \$817.58 |
| 2016 | \$1,020.76 | \$72.59 | \$0.00 | \$0.00 | \$0.00 | \$1,093.35 | \$258.68 | \$12.00 | \$0.00 | \$1,364.03 |
| 2017 | \$2,299.58 | \$131.39 | \$7.09 | \$0.00 | \$0.00 | \$2,438.06 | \$234.15 | \$36.00 | \$0.00 | \$2,708.21 |
| 2018 | \$954,653.50 | \$80,124.10 | \$220.65 | \$0.00 | \$0.00 | \$1,034,998.25 | \$4,961.40 | \$0.00 | \$0.00 | \$1,039,959.65 |
| TOTAL | \$959,772.49 | \$80,520.41 | \$227.74 | \$0.00 | \$0.00 | \$1,040,520.64 | \$6,561.62 | \$58.66 | \$0.00 | \$1,047,140.92 |

Adjustment / Release Report

01-01-2019 to 01-31-2019

| Year | General | Penalty | Waste | Additional Fees | Principal | Interest | Advertising Cost | Legal Cost | Fire | Amount Due | County Net |
|-------|----------|---------|--------|-----------------|-----------|----------|------------------|------------|---------|------------|------------|
| 2014 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$-270.10 | \$0.00 | \$-270.10 | \$-270.10 |
| 2016 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$-79.61 | \$0.00 | \$-79.61 | \$-79.61 |
| 2017 | \$0.25 | \$0.00 | \$0.00 | \$0.00 | \$0.25 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.25 | \$0.25 |
| 2018 | \$240.92 | \$45.31 | \$0.00 | \$0.00 | \$286.23 | \$561.18 | \$0.00 | \$0.00 | \$37.33 | \$884.74 | \$847.41 |
| TOTAL | \$241.17 | \$45.31 | \$0.00 | \$0.00 | \$286.48 | \$561.18 | \$0.00 | \$-349.71 | \$37.33 | \$535.28 | \$497.95 |

Collections Receipts Report

01-01-2019 to 01-31-2019

| | |
|---------------------------|----------------|
| Total general tax | \$962,780.90 |
| Total fire tax | \$80,854.72 |
| Total penalty | \$227.74 |
| Total Waste Fees | \$0.00 |
| Total Additional Fees | \$0.00 |
| Total principal | \$1,043,863.36 |
| Total interest | \$7,051.18 |
| Total cost of advertising | \$58.66 |
| Total legal | \$0.00 |
| Total check overpayments | \$176.25 |
| Total Prepaid Payments | \$636.31 |
| Total Prepaid Applied | \$0.00 |
| Total misc | \$7,922.40 |
| Grand total receipts | \$1,051,785.76 |

District Payment Report

01-01-2019 to 01-31-2019

| Year | District Code | District Name | Amount |
|-------|---------------|------------------------------|-------------|
| 2010 | 006 | JACKS CREEK FIRE DISTRICT | \$9.12 |
| 2012 | 005 | GREEN MOUNTAIN FIRE DISTRICT | \$12.20 |
| 2013 | 005 | GREEN MOUNTAIN FIRE DISTRICT | \$10.10 |
| 2014 | 001 | BURNSVILLE FIRE DISTRICT | \$66.76 |
| 2014 | 006 | JACKS CREEK FIRE DISTRICT | \$33.62 |
| 2015 | 003 | EGYPT FIRE DISTRICT | \$21.53 |
| 2015 | 009 | SOUTH TOE FIRE DISTRICT | \$29.12 |
| 2015 | 011 | PRICES CREEK FIRE DISTRICT | \$9.88 |
| 2016 | 008 | CRABTREE FIRE DISTRICT | \$39.96 |
| 2016 | 009 | SOUTH TOE FIRE DISTRICT | \$32.63 |
| 2017 | 001 | BURNSVILLE FIRE DISTRICT | \$37.28 |
| 2017 | 008 | CRABTREE FIRE DISTRICT | \$39.96 |
| 2017 | 009 | SOUTH TOE FIRE DISTRICT | \$33.35 |
| 2017 | 010 | PENSACOLA FIRE DISTRICT | \$2.04 |
| 2017 | 011 | PRICES CREEK FIRE DISTRICT | \$18.76 |
| 2018 | 001 | BURNSVILLE FIRE DISTRICT | \$10,668.94 |
| 2018 | 002 | CANE RIVER FIRE DISTRICT | \$6,519.99 |
| 2018 | 003 | EGYPT FIRE DISTRICT | \$5,479.37 |
| 2018 | 004 | RAMSEYTOWN FIRE DISTRICT | \$2,019.90 |
| 2018 | 005 | GREEN MOUNTAIN FIRE DISTRICT | \$1,683.55 |
| 2018 | 006 | JACKS CREEK FIRE DISTRICT | \$3,365.07 |
| 2018 | 007 | BRUSH CREEK FIRE DISTRICT | \$2,285.54 |
| 2018 | 008 | CRABTREE FIRE DISTRICT | \$18,092.13 |
| 2018 | 009 | SOUTH TOE FIRE DISTRICT | \$14,094.82 |
| 2018 | 010 | PENSACOLA FIRE DISTRICT | \$5,798.29 |
| 2018 | 011 | PRICES CREEK FIRE DISTRICT | \$10,116.50 |
| TOTAL | | | \$80,520.41 |

Detailed District Payment Report

01-01-2019 to 01-31-2019

| Year | District Code | District Name | Taxpayer Name | Address | Amount |
|-------|---------------|---------------|---------------|---------|--------|
| TOTAL | | | | | \$0.00 |

Outstanding Balances Report

As of 01-31-2019

| Year | Amount | County | District | Interest | Advertising | Penalties | Waste | Additional Fees |
|--------------|----------------|----------------|--------------|--------------|-------------|------------|--------|-----------------|
| 2008 | \$14,126.25 | \$6,611.56 | \$591.24 | \$6,720.33 | \$56.00 | \$147.12 | \$0.00 | \$0.00 |
| 2009 | \$13,154.95 | \$6,811.32 | \$522.29 | \$5,749.34 | \$72.00 | \$0.00 | \$0.00 | \$0.00 |
| 2010 | \$15,523.17 | \$8,511.07 | \$829.05 | \$6,087.05 | \$96.00 | \$0.00 | \$0.00 | \$0.00 |
| 2011 | \$22,518.66 | \$12,363.76 | \$1,226.12 | \$8,798.93 | \$112.00 | \$17.85 | \$0.00 | \$0.00 |
| 2012 | \$26,695.83 | \$14,828.53 | \$1,678.90 | \$9,763.33 | \$144.00 | \$281.07 | \$0.00 | \$0.00 |
| 2013 | \$24,772.50 | \$15,247.19 | \$1,391.38 | \$7,881.93 | \$252.00 | \$0.00 | \$0.00 | \$0.00 |
| 2014 | \$38,443.91 | \$23,462.71 | \$2,015.14 | \$8,918.78 | \$204.00 | \$467.55 | \$0.00 | \$0.00 |
| 2015 | \$60,137.26 | \$42,027.17 | \$3,460.01 | \$12,962.31 | \$276.00 | \$296.97 | \$0.00 | \$0.00 |
| 2016 | \$110,357.18 | \$72,777.72 | \$5,292.48 | \$16,805.13 | \$600.00 | \$424.63 | \$4.00 | \$0.00 |
| 2017 | \$165,775.50 | \$136,316.67 | \$11,449.85 | \$15,698.75 | \$1,284.00 | \$1,026.23 | \$0.00 | \$0.00 |
| 2018 | \$1,375,228.21 | \$1,234,612.59 | \$107,784.15 | \$26,581.18 | \$0.00 | \$6,250.29 | \$0.00 | \$0.00 |
| Total | \$1,866,733.42 | \$1,573,570.29 | \$136,240.61 | \$125,967.06 | \$3,096.00 | \$8,911.71 | \$4.00 | \$0.00 |

YANCEY COUNTY TAX ADMINISTRATION

End of Month Breakout

View Posted Payments in Date Range 01/01/2019 to 01/31/2019 for Vehicle

| Description | Amount |
|--|------------|
| Vehicle Payments | |
| County Vehicle Tax Payments 2018 | \$1,030.71 |
| County Vehicle Tax Payments 2017 | \$197.13 |
| County Vehicle Tax Payments 2016 | \$10.80 |
| County Vehicle Tax Payments 2015 | |
| County Vehicle Tax Payments 2014 | |
| County Vehicle Tax Payments 2013 | |
| County Vehicle Tax Payments 2012 | |
| County Vehicle Tax Payments 2011 | |
| County Vehicle Tax Payments 2010 | |
| County Vehicle Tax Payments 2009 | |
| County Vehicle Tax Payments 2008 | |
| County Vehicle Interest | \$4.85 |
| County Vehicle Total Payments | \$1,243.49 |
| Burnsville VFD Vehicle Tax | \$14.88 |
| South Toe VFD Vehicle Tax | \$4.28 |
| Newdale VFD Vehicle Tax | \$19.18 |
| West Yancey VFD Vehicle Tax | \$27.71 |
| Egypt/Ramseytown VFD Vehicle Tax | \$17.14 |
| Clearmont VFD Vehicle Tax | \$12.80 |
| Double Island VFD Vehicle Tax | \$1.02 |
| Pensacola VFD Vehicle Tax | \$9.59 |
| VFD Vehicle Interest | \$0.47 |
| VFD Vehicle Total Payments | \$107.07 |
| Town of Burnsville Vehicle Tax | \$48.81 |
| Town of Burnsville Vehicle Interest | |
| Town of Burnsville Vehicle Total Payment | \$48.81 |
| State Vehicle Interest | \$2.12 |
| Vehicle Total Payments | \$1,401.49 |
| Vehicle BankCard Amount | \$19.74 |
| Vehicle BankCard Fee | |

02/01/2019

| | | | |
|--|-------------|------------|-------------|
| PRICES CREEK FIRE DISTRICT Vehicle Tax | | | \$321.18 |
| \$77.13 | \$68.34 | \$175.71 | |
| County Vehicle Interest | | | \$1,850.25 |
| \$34.80 | \$699.88 | \$1,115.57 | |
| TOWN OF BURNSVILLE Vehicle Interest | | | \$8.36 |
| \$0.08 | \$0.81 | \$7.47 | |
| BURNSVILLE FIRE DISTRICT Vehicle Interes | | | \$56.34 |
| \$0.33 | \$41.56 | \$14.45 | |
| CANE RIVER FIRE DISTRICT Vehicle Interes | | | \$2.85 |
| \$0.24 | \$1.02 | \$1.59 | |
| EGYPT FIRE DISTIRCT Vehicle Interest | | | \$0.19 |
| \$0.16 | \$0.02 | \$0.01 | |
| RAMSEYTOWN FIRE DISTRICT Vehicle Interes | | | \$0.57 |
| \$0.03 | \$0.02 | \$0.52 | |
| GREEN MOUNTAIN FIRE DISTRICT Vehicle Int | | | \$2.27 |
| \$0.15 | \$0.46 | \$1.66 | |
| JACKS CREEK FIRE DISTRICT Vehicle Intere | | | \$17.41 |
| \$0.31 | \$7.20 | \$9.90 | |
| BRUSH CREEK FIRE DISTRICT Vehicle Intere | | | \$0.01 |
| \$0.01 | | | |
| CRABTREE FIRE DISTRICT Vehicle Interest | | | \$13.65 |
| \$0.47 | \$5.40 | \$7.78 | |
| SOUTH TOE FIRE DISTRICT Vehicle Interest | | | \$9.66 |
| \$0.23 | \$2.89 | \$6.54 | |
| PENSACOLA FIRE DISTRICT Vehicle Interest | | | \$21.12 |
| \$0.17 | \$6.46 | \$14.49 | |
| PRICES CREEK FIRE DISTRICT Vehicle Inter | | | \$42.54 |
| \$0.75 | \$6.27 | \$35.52 | |
| DMV Vehicle Interest | | | \$487.41 |
| \$34.20 | \$267.43 | \$185.78 | |
| Totals | | | \$40,894.81 |
| \$11,848.53 | \$21,455.49 | \$7,590.79 | |

Billed to Date

% Collected

County Vehicle Tax 2018

\$14,689.43

28.39%

02/01/2019

YANCEY COUNTY TAX ADMINISTRATION

Bank Card Register for Date Range:

01/01/2019 to 01/31/2019

| Bill | Name | Credit Amount | Card Fee | Total |
|------------|------------------------|---------------|----------|---------|
| V201800481 | ALTIMUS, JEREMY COLLIN | \$19.74 | | \$19.74 |
| | Vehicle Total: | \$19.74 | | \$19.74 |
| | NonVehicle Total: | | | |
| | Total: | \$19.74 | | \$19.74 |

Attachment J



Yancey County Schools

OUR VISION – EXCELLENCE 100 School Circle P.O. Box 190 Burnsville, NC 28714 Ph: (828)682-6101 Fax (828)682-7110

4 February, 2019

Lynn Austin
Yancey County Manager
110 Town Square
Burnsville, NC 28714

RE: Cane River School Road Lane Widening

Dear Ms. Austin:

As you are well aware, Mr. Jamie McMahan has been coordinating efforts with various parties including the NC DOT to obtain rights of way so as to allow for the widening of Cane River School Road to provide for turn lanes into the new Blue Ridge Elementary School.

Those efforts include a process wherein the Yancey County Board of Education may be entitled to reimbursement from the NC DOT for the cost and expenses necessary to underwrite the project. The County has been instrumental in working with the School Board in obtaining the financing for the new Blue Ridge Elementary School and has provided additional support during the construction phase of the school. Under existing NC law, particularly, NC Gen. Stat. §153A-158.1, Yancey County can use its authority to acquire property for the Board of Education for the use by the School Board provided that the School Board requests the assistance of the County. By this letter, the Yancey County Board of Education is specifically requesting Yancey County's assistance in obtaining the lands necessary for the school widening project. The land owners and the specific properties are more particularly described in the project materials prepared by Civil Design Concepts, PA, which have heretofore been provided to Mr. McMahan and delivered to the County under separate cover. All of the costs and expenses associated with the project as set forth in the budget provided by Mr. McMahan to the Department of Transportation will be reimbursed by the School Board to the County.

If any further information is necessary, please advise. We would sincerely appreciate a response to our request as soon as possible.

Sincerely,

Dr. Tony Tipton
Yancey County School Superintendent

STATE OF NORTH CAROLINA

COUNTY OF YANCEY

**RESOLUTION AUTHORIZING YANCEY COUNTY TO USE ITS AUTHORITY
UNDER NCGS §153A-158.1(a) TO ACQUIRE PROPERTY FOR USE BY THE YANCEY
COUNTY BOARD OF EDUCATION SO AS TO PROVIDE WIDENING TO CANE
RIVER SCHOOL ROAD**

WHEREAS pursuant to the terms and provisions of NCGS §153A-158.1(a) Yancey County has authority to acquire property for use by the Yancey County Board of Education only upon request of the Board of Education and after public hearing; and

WHEREAS Yancey County Board of Education has heretofore requested that Yancey County use its authority as herein stated for purposes of acquiring property for use by the Yancey County Board of Education to allow for the widening of Cane River School Road so as to provide turning lane access to the new Blue Ridge Elementary School; and

WHEREAS plans and specification for the project, including the designation of certain properties and land owners, has been prepared by Civil Design Concepts, PA and heretofore provided to Yancey County and the Board of Education (hereinafter "plans"); and

WHEREAS the County has heretofore published notice of a public hearing which said public hearing was conducted at 6:00 p.m. in the Courtroom of the Yancey County Courthouse on Monday February 11, 2019 at which time the public was afforded the opportunity to comment.

NOW THEREFORE, be it **RESOLVED** by the Yancey County Board of Commissioners as follows:

That Yancey County use its authority under the above cited statute for the purposes of acquiring property for use by the Yancey County Board of Education so as to provide access to the new Blue Ridge Elementary School through the widening of Cane River School Road consistent with the plans and specifications as may be amended from time to time as prepared and submitted by Civil Design Concepts, PA, with the understanding that the Yancey County Board of Education shall be responsible for and shall reimburse Yancey County for the cost and expense associated with the acquisition of the properties with the further understanding that the Board of Education shall seek reimbursement from the NC DOT for all cost and expenses associated with the acquisition.

Resolved this 11th day of February, 2019. Signed this the 11th day of February
2019.



Chairman
Yancey County Board of Commissioners

Attest:

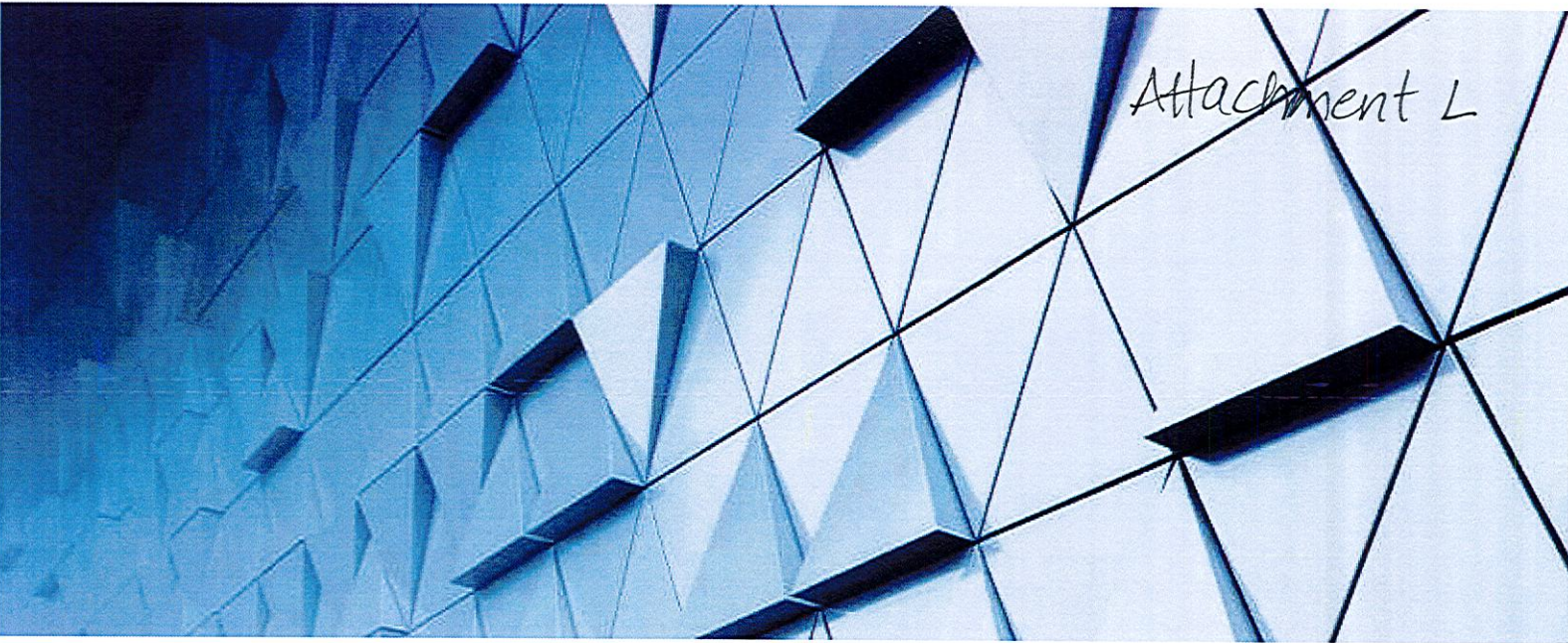

Clerk, Yancey County Board of Commissioners

CERTIFICATION

The undersigned Clerk to the Yancey County Board of Commissioners does by execution hereof certify the forgoing to be a true and accurate copy of action taken by said Board as stated therein.
WITNESS my hand and seal.


Clerk, Yancey County Board of Commissioners





Attachment L



Next Generation 911 (NG911) Grant Application Support and Program Management, Phase One and Two

Proposal

PREPARED FEBRUARY 7, 2019
FOR YANCEY COUNTY, NORTH CARLINA

MissionCriticalPartners.com

Raleigh Office | 3737 Glenwood Ave. Suite 100 | Raleigh, NC 27612 | 888.8.MCP.911 or 919.390.0321

Introduction Letter

February 7, 2019

Lynn Austin, County Manager
Yancey County, North Carolina
110 Town Square, Room 11
Burnsville, NC 28714

Re: NG911 Grant Application Support and Program Management, Phase One and Two

Dear Ms. Austin:

Mission Critical Partners (MCP) appreciates the opportunity to offer Yancey County (County) consultative support for a 2019 grant application to the North Carolina 911 Board (Board). The grant application will be for a new 911 facility and technology refresh to prepare for emerging Next Generation 911 (NG911). It is anticipated the project will be funded through the Board.

The proposed services would include a two-phased approach of program management services to the County for overall coordination of grant submission, technology refresh, public safety answering point (PSAP) space needs assessment, as well as serving as the subgrantee for grant management upon an award from the Board. MCP will be responsible for assisting in the submission of the grant in accordance with North Carolina General Statute (NCGS) 143B-1407.

These efforts would comprise the following tasks:

- Phase 1
 - Provide NC 911 Grant Compliance services to include preparation of the grant submission, grant budget, schedule and other required reporting and presentations
- Phase 2
 - Complete the specification, award, procurement and installation of PSAP technology and migration into the new facility
 - Provide coordination for the migration of the PSAP to the new PSAP through occupancy

The proposed fee for Phase 1 services, as detailed in the following scope of work, would be **\$24,652.00**. Phase 2 fees will be negotiated upon a successful grant award to the County.

Should you have questions, please do not hesitate to contact me, I can be reached at 919.210.5255 or at PhilPenny@MissionCriticalPartners.com.

On behalf of our entire team, we stand behind our goal to serve as your partner, your advocate and your agent for innovative solutions and project success.

Sincerely,

Mission Critical Partners, LLC



Philip L. Penny, ENP
Business Development Specialist

About Mission Critical Partners

Mission Critical Partners is a professional services firm that helps public safety clients enhance and evolve their mission critical systems and operations.

Through our breadth and depth of experience and an extensive network of resources, we offer unique, vendor-independent and successful solutions that solve our clients' complex challenges.

Our planning, implementation and lifecycle management services span all aspects of mission critical communications, while our expertise covers everything from radio to broadband, networks and 911, and facilities and operations. We provide confidence and support every step of the way, from design and procurement to building and management. The result is a high-performing public safety system that achieves maximum value and optimal efficiency.

With MCP, the proof is in the numbers:

- Loyalty is the foundation of our business, with more than 85 percent of our clients remaining with us from project to project.
- Our specialized professionals are integral members of our team, bringing an average of 25 years to every project.
- We expand upon our experience year after year, completing nearly 600 projects since our inception in 2009.
- We've performed services for clients in more than 75 percent of the states throughout the country.
- We invest more than a million dollars each year to employee training.

MCP stands behind the importance and nobility of the work our clients do. We understand the criticality of effective and efficient public safety systems, not just for our clients, but for their entire community. While we are proud to have the most experienced and knowledgeable team of professionals in the industry, our greatest pride comes in seeing the successful results of our clients' mission critical operations.

Because at the end of the day, **it's the mission that truly matters.**

OFFICE LOCATIONS

Mission Critical Partners serves municipal, county, state and federal clients across North America with offices in the following locations:

Corporate Headquarters

State College Office

690 Gray's Woods Blvd.

Port Matilda, PA 16870

Phone: 888.862.7911

Fax: 814.217.6807

Web: MissionCriticalPartners.com

Branches

Raleigh Office

3737 Glenwood Ave. Suite 100

Raleigh, NC 27612

Pittsburgh Office

105 Bradford Rd. Suite 400

Wexford, PA 15090

Harrisburg Office

2578 Interstate Dr. Suite 106

Harrisburg, PA 17110

Dallas Office

502 N. Carroll Ave. Suite 120

Southlake, TX 76092

New Jersey Office

35 Beechwood Rd. Suite 2A

Summit, NJ 07901

Scope of Work

Phase 1 – Grant Application Assistance

Mission Critical Partners (MCP) will provide professional consulting services to Yancey County (County) in preparation for a 2019 Grant Request in accordance with North Carolina General Statute (NCGS) 143B-1407, public safety answering point (PSAP) Grant and Statewide 911 Project Account.

MCP will provide consultative services to the County in the following areas as they relate to the Grant Application Program:

- Project description
 - This includes the County's current operation and will identify project goals and objectives anticipated in the project design and implementation
- Develop an implementation strategy and work plan to include a timeline
 - Documentation will include project timelines, space programming and floor plans, technology plan and the County Communications Budget for fiscal year (FY) 2019-2020
- Identify interface or compatibility issues between existing equipment and/or software
 - Identify any compatibility issues and make recommendations
- Develop a statement of need
 - Identify how the PSAP meets the statutory criterion as identified in the grant application
 - Identify funding priorities, their impact on operational services and the consequences of not receiving funding
- Provide a copy of the County's long term or strategic technology plan and identify how the project fits within the plan.
- Financial data
 - Provide current 911 fund balance
 - Provide amount requested
 - Provide total project cost
- Budget and budget narrative
 - Provide a list of expenditures for the project, e.g., space needs, telephony for administrative lines as well as Enhanced 911 (E911), computer aided dispatch (CAD) systems, radio systems, information technology (IT) equipment, generator, uninterruptible power supply (UPS), console furniture, etc.
- Document how the County will conform to applicable procurement laws, rules and policies
 - Identify who will be responsible to ensure all fiscal policies and procedures are followed

- Provide documentation for sustainability for monthly recurring charges without additional 911 Grant Program funding
 - Identify a funding mechanism that would be used in the ensuing years
- Evaluation
 - Assist with a final report demonstrating that the equipment or services funded by the grant have been purchased, installed/implemented and are performing as expected
- Demonstrate how your evaluation will measure achievements of the goals and objectives with a timeline for short and long-term goals
 - Develop timelines and reports in accordance with the grant guidelines
- Describe how evaluations will be conducted including performance parameters to meet acceptance criteria
 - Assist in development of standard operating procedures, training modules and quality assurance programs
- Identify how data will be collected and presented
 - Develop a project timeline to allow the program manager a format to report progress within each phase of the project
 - Timeline to show percentage of phase completed to date until project completion

Phase 2 – Facility/Technology Program Management

MCP, serving as the project's program manager, will facilitate the transition from the existing PSAP into the new PSAP. The goal of this project includes multiple objectives; however, the overall goal of the new PSAP is to improve the delivery of emergency service to the citizens and visitors of the County.

These services include coordination of space design, systems and telecommunications technology, migration of staff and assistance to the PSAP leadership in the transition of the project. MCP's leadership will result in the development of an overall plan, budget and schedule for all facets of the project through tying together all the components necessary for a successful relocation into a new facility and NC 911 Grant compliance.

MCP will fulfill the contract requirements on behalf of the County as a Subgrantee for grant management of the PSAP Grant, once the North Carolina 911 Board (Board) awards it to the County. MCP staff will also be attentive to additional grant opportunities on behalf of the County. To this end, MCP will provide grant management through our program management services to include the following:

Request to Subcontract Grant Management

MCP as program manager will be subject to the conditions of the County 911 Grant Agreement.

Program Management Responsibilities

MCP acting as the program manager will oversee all administrative aspects to include grant reporting, development of detailed timeline, bidding, coordination with other contractors and subcontractors and other grant requirements. The program manager will meet with the County's designees and conduct meetings sufficient to complete the project. MCP will produce reports, schedules and detailed forecasts through completion of the project. These tasks will be assigned in a logical sequence with assignment of responsibility to MCP, contractors, subcontractors, vendors or the owner's responsible agent.

As the program manager, MCP will perform the following tasks:

- Conduct presentations and informal discussions with the County and the Board to facilitate the project
- Identify potential impediments and suggest solutions in concurrence with the County's staff and other consultants
- Comply with the reporting requirements of the County 911 Grant Agreement including the reporting schedule within the Grant Agreement

Subcontractors

MCP as the program manager will coordinate contractor/subcontractor performance to include compliance with all terms and conditions of the 911 Grant Agreement.

Objectives

Create a reliable, flexible, state-of-the-art PSAP that exceeds existing Board Operating Standards as issued on April 14, 2011 by transitioning the existing PSAP into a new facility. This transition includes new integrated technology, personnel, grant compliance and conformance to minimum local, state and federal laws and standards.

MCP proposes to complete the project at the most reasonable cost to the County by using "best practices" and utilizing a "best value" procurement strategy.

Scope Description/Technology

- Confirm the list of mission-critical technology-sensitive systems in coordination with the County
- Coordinate technology with the project schedule to ensure most-current applicable technologies are considered
- Integrate technology considerations and requirements into the proposed space
- Integrate technology systems in the proposed space
- Conduct regular meetings with project stakeholders, document minutes and provide project updates on a regular (mutually agreed) schedule

Requirements

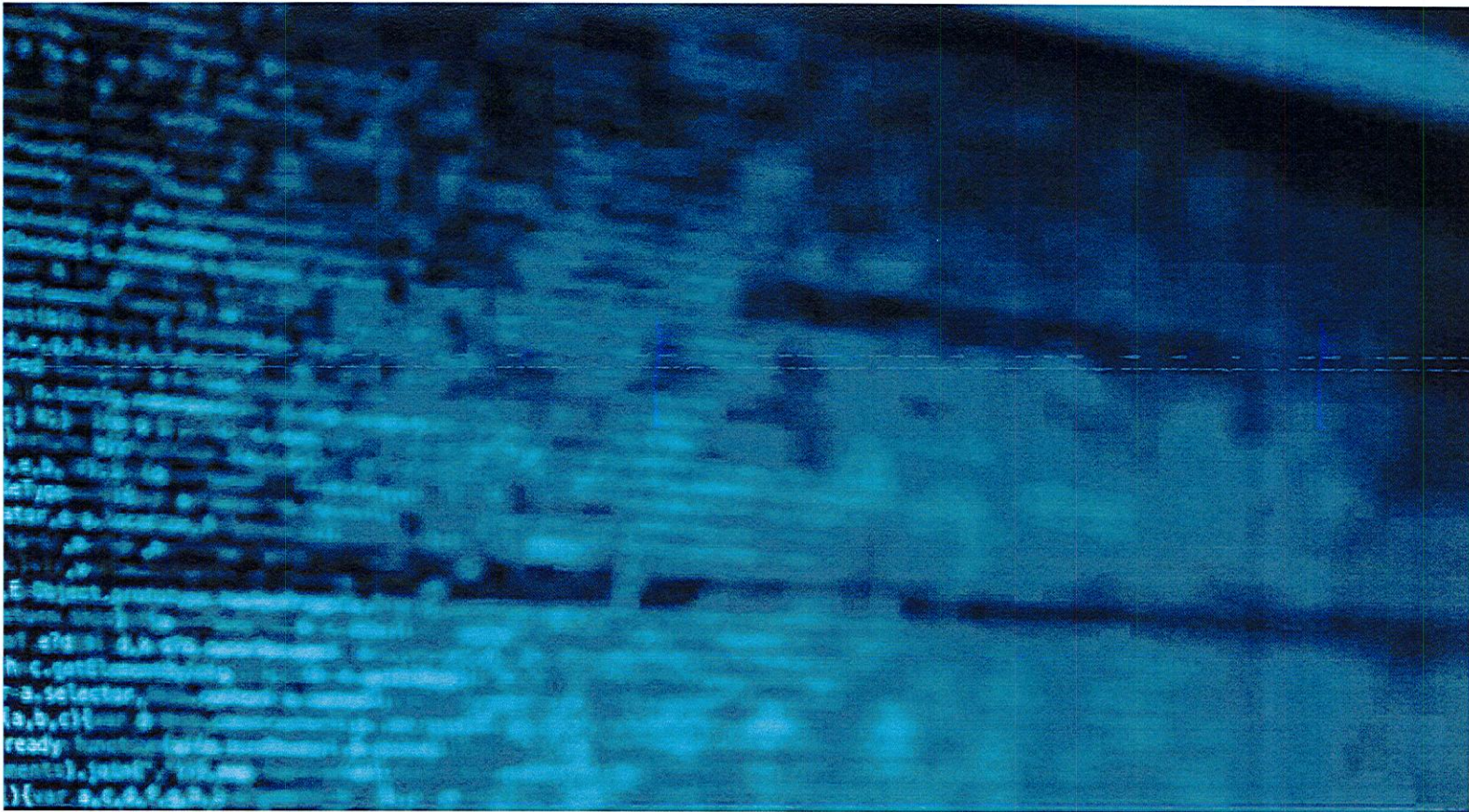
- Determine technical specifications for systems as outlined by MCP in coordination with PSAP staff
- Develop procurement documents for systems as outlined
- Oversee the technology procurement process, review vendor responses, and make award recommendations
- Provide for Program Management services for technology for the duration of the project
- Provide schedule, diagrams, meeting minutes, and program oversight services
- Communicate issues and track action item deliverables

Project Pricing

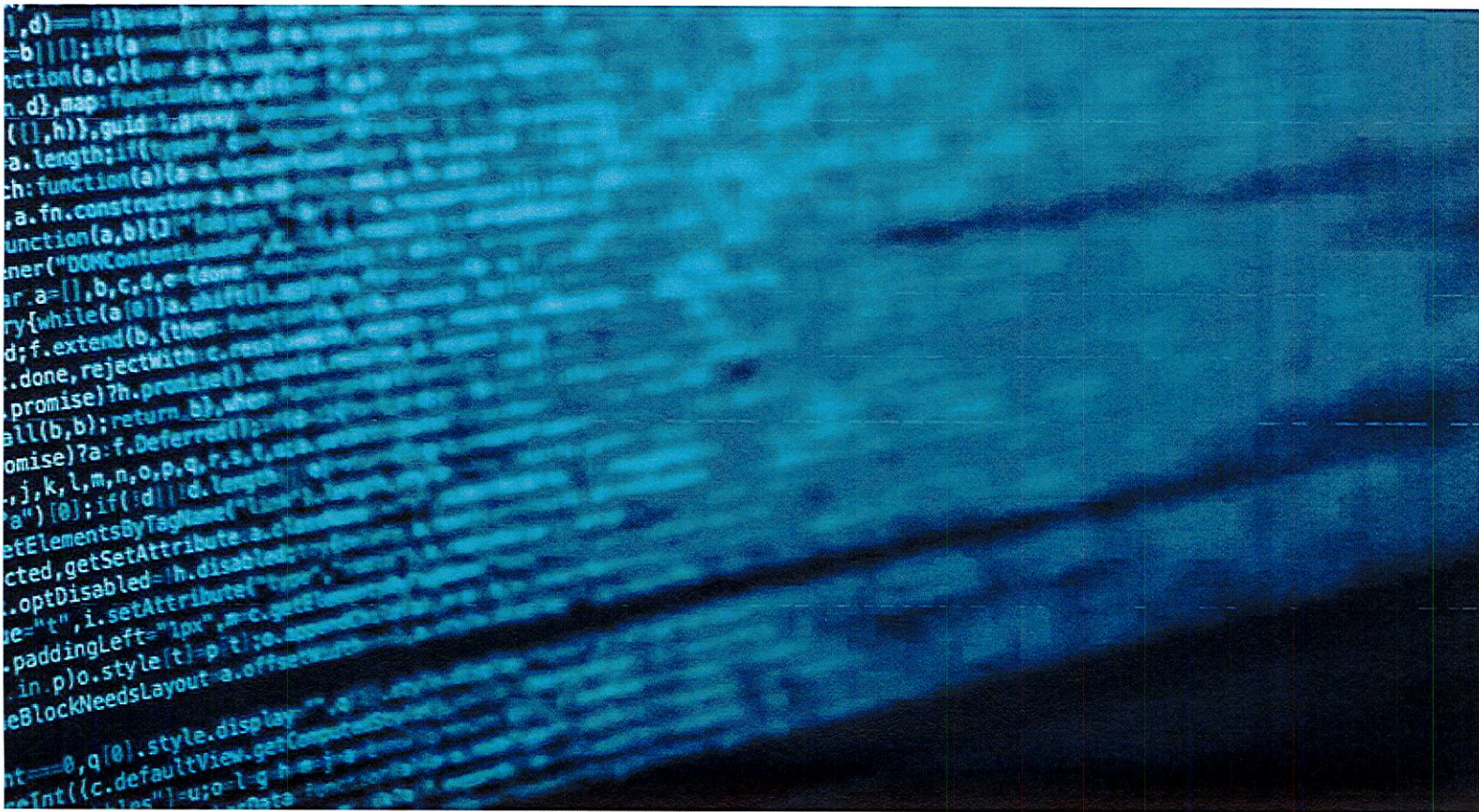
Professional Services outlined in this Scope of Work for Phase 1 will be provided for a fixed fee of **\$24,652.00**, including expenses. MCP understands that the completion of Phase 2 will only occur once the County has received award of the Grant from the Board.

| Phase | Fee |
|--|-----------------------------------|
| Phase 1 – Grant Application Assistance | \$24,652.00 |
| Phase 2 – Facility/Technology Program Management | To be negotiated upon grant award |

MCP recognizes that it is responsible for costs related to travel, housing, transportation, per diems, communications devices, and computer equipment. Any additional services would be performed based on a then current Fee Schedule. Prior to initiating any such additional work, MCP would require a formal letter of authorization from the County.



Professional Services Contract





CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

YANCEY COUNTY, NORTH CAROLINA

AND

MISSION CRITICAL PARTNERS, LLC

THIS AGREEMENT made as of the date written below by and between Yancey County, North Carolina, a government entity, hereinafter referred to as CLIENT, doing business at 110 Town Square, Room 11, Burnsville, NC 28714, and Mission Critical Partners, LLC, a Delaware limited liability company, hereinafter referred to as "PROVIDER", both hereinafter also referred to individually and collectively as "Party" or "Parties."

RECITALS

Whereas, the CLIENT desires to employ PROVIDER to provide program management services for Next Generation 911 (NG911) Grant Application Support and Program Management, Phase One and Two; and

Whereas, PROVIDER represents and acknowledges that they are fully qualified and capable of performing the services called for in this Agreement, and they are willing to perform these services; and

NOW, THEREFORE, CLIENT AND PROVIDER, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

SECTION ONE—GENERAL

1.1. Definitions.

Agreement or Contract. Agreement or contract means this Agreement between CLIENT and PROVIDER for professional services, including those exhibits, schedules and attachments listed in this Agreement. To the extent there are any conflicts between this Agreement and any exhibits, schedules and attachments, the provisions of this Agreement shall control.

Services. Services shall mean all services, work, deliverables, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement as set forth in Schedule A.



Additional Services. Additional services are those services not set forth in Schedule A of this Agreement.

Deliverables. Deliverables are those items of work product that are to be delivered to CLIENT as listed in Schedule A of this Agreement.

Direct Expenses. Expenses specifically incurred as the result of providing Services (e.g. travel and per diem costs, materials used).

1.2. Purpose.

The purpose(s) of this Agreement is to obtain consultative support for a 2019 grant application to the North Carolina 911 Board (Board) for a new 911 facility and technology refresh to prepare for emerging NG911. The scope of service is as defined in Schedule A attached hereto and by this reference made a part hereof.

SECTION TWO—OBLIGATIONS OF THE PROVIDER AND CLIENT

2.1. Provider Responsibilities.

PROVIDER shall have and perform the following duties, obligations and responsibilities to the CLIENT as outlined in Schedule A.

- a. PROVIDER shall provide and perform all Services pursuant to this Agreement in accordance with generally accepted standards of professional practice, and in accordance with laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies that regulate or have jurisdiction over the Services to be provided and/or performed by the PROVIDER.
- b. PROVIDER shall maintain all necessary licenses, permits or other authorizations necessary to perform the Services of this Agreement until the duties hereunder have been fully satisfied.
- c. PROVIDER shall prepare all Deliverables required by this Agreement including, but not limited to, all specifications and reports, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations.



2.2. Client Responsibilities.

CLIENT shall have and perform the following duties, obligations, and responsibilities to PROVIDER:

- a. Provide access to information, sites, personnel, agencies and other sources necessary for PROVIDER to complete the Services.
- b. Designate in writing a person to act as CLIENT's representative with respect to the Services to be performed or furnished by PROVIDER under this Agreement. Such person shall have complete authority to transmit instructions, receive information and interpret and define CLIENT's policies and decisions with respect to the Services. Designated person is Lynn Austin, County Manager.
- c. CLIENT shall be responsible for, and PROVIDER may rely upon, the accuracy and completeness of all reports, data, and other information furnished by the CLIENT to carry out the Services provided under this Agreement.
- d. Should any agency charge PROVIDER a fee for any required information or data, CLIENT will reimburse PROVIDER for the cost of any fees incurred.

SECTION THREE—BASIC SERVICES

3.1. Basic Services.

The CLIENT will pay PROVIDER for the Services in accordance with Section 6—Compensation.

SECTION FOUR—ADDITIONAL SERVICES

4.1. Additional Services.

Should the CLIENT request PROVIDER provide and perform professional services under this Agreement not set forth in Schedule A, PROVIDER agrees to provide and perform those Additional Services as may be agreed to in writing by both parties to the Agreement.

4.1.1 Additional Services shall be administered and executed as Change Orders or Supplemental Task Authorizations under this Agreement. PROVIDER shall not provide or perform, nor shall CLIENT incur or accept any obligation to compensate PROVIDER for any Additional Services, unless a written Change Order or Supplemental Task Authorization shall be executed by the Parties.

4.1.2 Additional Services not set forth in Schedule A will be performed based on PROVIDER's then current Hourly Rates.



4.1.3 Each such Change Order or Supplemental Task Authorization shall set forth a description of (1) the scope of the Additional Services requested; (2) the basis and amount of compensation; (3) the applicable Hourly Rate Schedule and (4) the period of time and/or schedule for performing and completing the Additional Services.

SECTION FIVE—TIME OF PERFORMANCE

5.1. Notice to Proceed. Upon execution of this Agreement by the CLIENT, the CLIENT will issue a formal Notice to Proceed to PROVIDER. The PROVIDER shall commence work by attending a project kickoff meeting within ten business days of issuance of the Notice to Proceed, or at a mutually acceptable date.

5.2. Time of Performance. The PROVIDER agrees to complete the Services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the Services set forth and described in Schedule A of this Agreement.

5.3. Timeline. If Schedule A does not set forth a timeline for the completion of the Services, the Parties mutually agree to develop a schedule that will be made part of this Agreement by amendment signed by both parties. It is expected that both parties will carry out their respective responsibilities diligently and expeditiously so as not to delay each other in completing the mutually agreeable schedule.

5.4. Times for Rendering Services. If, in Schedule A, specific periods of time for rendering Services, specific deadlines for Services to be completed are established, and if such periods of times or dates are changed through no fault of PROVIDER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment as provided below. If CLIENT has requested changes in scope, extent or character of the Services, the time of performance of PROVIDER's services shall be adjusted equitably as provided below.

If there are changes in the time periods or due dates for a given Deliverable or Service, or there is a change to the scope, extent or character of the Services, PROVIDER shall declare in writing its intent to request an equitable adjustment for any increase in cost or fee and disclose in writing the extent of the increase prior to beginning the work or service. No work will commence under such circumstances until the parties come to a mutual agreement on a dollar value for the equitable adjustment.

5.5. Excusable Delays. PROVIDER shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of PROVIDER, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to, acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.



Upon PROVIDER's request, the CLIENT shall consider the facts and extent of any failure to perform the work, and if the failure to perform of PROVIDER was without it or its subcontractors' fault or negligence, the contract schedule and/or any other affected provision of this Agreement shall be revised accordingly.

SECTION SIX—COMPENSATION

6.1. For and in consideration of the Services described in Schedule A of this Agreement, CLIENT agrees to pay PROVIDER a fixed sum of **\$24,652.00, including expenses** for Phase 1 services. Phase 2 pricing shall be negotiated upon Grant Award by the North Carolina 911 Board.

6.1. Payment Provisions.

6.1.1. Invoices. At the close of each month during this Agreement, PROVIDER shall submit to CLIENT, a properly executed invoice showing Services rendered hereunder for the closed month. Each statement shall include the percentage of work completed relevant to the contracted amount defined in Section 6.1. CLIENT shall review such statement and pay it within 30 days of receipt. Invoices shall be mailed to:

Client Name: Yancey County, North Carolina
c/o Lynn Austin, County Manager
Address: 110 Town Square, Room 11
City, State, Zip: Burnsville, NC 28714

6.1.2. Unpaid invoices. If CLIENT fails to make payment due to PROVIDER for Services and expenses within thirty days after receipt of invoice, the amounts due to PROVIDER shall be increased at the rate of 1% per month from said thirtieth day. In addition, PROVIDER may suspend Services under this Agreement until PROVIDER has been paid in full for all amounts due. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion shall be paid.

SECTION SEVEN—GENERAL CONSIDERATIONS

7.1. Direction and Control. PROVIDER agrees that PROVIDER will perform the Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the CLIENT. The parties agree that PROVIDER is not entitled to any benefits or rights enjoyed by employees of the CLIENT. PROVIDER specifically has the right to direct and control PROVIDER's own activities in providing the agreed upon Services in accordance with the specifications set out in this Agreement. The CLIENT shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.



7.2. Ownership. All Deliverables, reports, plans, specifications, data and documents produced in the performance of the Services shall become the property of the CLIENT upon receipt of payment from CLIENT.

7.2.1 Use of Deliverables. Unless otherwise provided in writing, the PROVIDER shall be deemed the author of and shall retain all common law, statutory and other reserve rights, including the copyright of any drawings, specifications, proprietary programming, data solutions and other documents prepared by PROVIDER for use solely with respect to this Contract. The CLIENT shall be permitted to retain copies during the contract period of the firm's drawings, specifications, proprietary programming, data solutions and other documents for information and reference in connection with the CLIENT'S use of the information for the contract subject to paragraph 7.9 below. The PROVIDER'S drawings, specifications or other Deliverables shall not be used by the CLIENT or others on other contracts, for additional work on this Contract, or for completion of this Contract by others, unless the PROVIDER is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the PROVIDER.

7.3. Successors and Assigns. The CLIENT and PROVIDER each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement.

7.4. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7.5. Compliance and Standards. PROVIDER agrees to perform the Services hereunder in accordance with generally accepted standards applicable thereto and shall comply with all applicable state, federal and local laws, ordinances, rules and regulations relating to the Services performed hereunder. PROVIDER shall not access any information which they are not authorized to receive, and under no circumstances shall PROVIDER at any time, during the term of this Agreement or thereafter, release or divulge any confidential material, information or documents received during the performance of the Services hereunder without express written consent of CLIENT, nor shall PROVIDER copy, recreate or use any such confidential information or documents other than for the performance of this Agreement. PROVIDER shall not divulge or otherwise make use of trade secrets or other confidential information, procedures or policies under this Agreement. Neither shall PROVIDER copy, recreate or use any proprietary information of any third party in the performance of this Agreement except to the extent authorized by such third parties.

7.6. Conflict of Interest. PROVIDER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or Services required hereunder.

7.7. Termination. Either Party may unilaterally terminate this Agreement for any of the following reasons, so long as the terminating Party has notified the other Party of its intent to terminate, the



reason for such termination, and allowed the other Party no less than 30 business days prior to the effective termination date in which to cure the stated reasons:

- a. Actual failure of the other Party to fulfill its obligations hereunder;
- b. Anticipated failure of the other Party to fulfill its obligations hereunder, or anticipated inability of the other Party to perform the work, due to: (1) inadequate financial capability or (ii) loss or material degradation of corporate capabilities which are essential to the other program requirements, including without limitation loss or unavailability of the other Party's key employees;
- c. The insolvency of the other Party or the filing by or against the other Party of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the other Party, a composition with or assignment for the benefit of creditors, a readjustment of debt, or the dissolution or liquidation of the other Party.

Upon termination of this Agreement, CLIENT shall pay PROVIDER for services rendered and expenses incurred hereunder which have not been previously paid or disputed by CLIENT for the period up to the date of termination.

7.8. Notices. All notices required in this Agreement shall be in writing and shall be sent by certified mail (return receipt requested), hand delivered, or sent by courier service requiring signed acceptance.

If to CLIENT:

Yancey County
Attn: Lynn Austin, County Manager
110 Town Square, Room 11
Burnsville, NC 28714

If to MISSION CRITICAL PARTNERS, LLC

R. Kevin Murray, Chief Executive Officer
690 Gray's Woods Boulevard
Port Matilda, PA 16870

7.9. Confidentiality. CLIENT and PROVIDER agree other shall not disclose, transfer, sell or otherwise release confidential information gained by reason of performance under this Agreement to any party. Such information shall be used solely for the purposes necessary to meet the requirements under this Agreement.



7.10. Non-assignment. PROVIDER shall not subcontract or assign any of the rights, duties or obligations covered by this Agreement without the prior express written consent of the CLIENT.

7.11. Governing Laws and Venue. This Agreement shall be governed by the laws of the state in which the Services are provided.

7.12. Signatory. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of CLIENT or PROVIDER, as the case may be, and that upon execution of this Agreement, it shall constitute a binding obligation of the CLIENT and PROVIDER.

7.13. Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

7.14. Severability. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

7.15. Non-waiver. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

7.16. Attachments. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

7.17. Amendments. The parties may amend this Agreement only by mutual written agreement of the parties.

7.18. Captions and Section Headings. Captions and section headings included in this Agreement are intended for convenience only and shall not be used to construe, explain or modify this Agreement in any manner whatsoever.

7.19. Project Records. For a period of two years after completion of all work to be performed, PROVIDER shall keep and make available to CLIENT for inspection and copying, upon written request by CLIENT, all records in PROVIDER's possession relating to this Agreement.

7.20. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior written or oral agreements, understandings or representations. No change, modification, alteration or addition to the terms and conditions of this Agreement shall be binding unless in writing and signed by authorized representatives of both Parties.

7.21. Nondiscrimination. PROVIDER warrants and represents that all of its employees are treated **equally** during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.



7.22. Affirmative Action and Equal Opportunity Employer. PROVIDER is an Affirmative Action Employer and an Equal Opportunity Employer of Protected Veterans.
EOE/AA - Minorities/Females/Disabled/Veterans

The Contractor or Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

7.23. Indemnification. CLIENT and PROVIDER shall mutually indemnify, defend and hold the other harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable attorney's fees) arising out of or relating to claims, causes of actions, lawsuits or other proceedings, regardless of legal theory, that result in whole or in part, of each other's officials, officers, directors, agents, employees and contractors/subcontractors: (1) negligence; (2) substantial breach of representation, warrant or covenant made herein, or (3) any claims that products or services provided infringe any other proprietary right of any third party. In a similar manner, the parties shall mutually indemnify, defend and hold harmless from and against damages, etc., that result in whole or in part from each other's officials and officers intentional misconduct or fraud.

Notwithstanding any provision in this Agreement to the contrary, neither party, nor its officials, officers, directors, agents, employees and contractors/subcontractors, shall be liable hereunder for any consequential or indirect loss or damage or any other special or incidental damages incurred or suffered hereunder by the other party or its officials, officers, directors, agents, employees or contractors/subcontractors, unless such damages are based upon the gross negligence or willful misconduct of CLIENT or PROVIDER.

7.24. Nonsolicitation of Employees. During and for one (1) year after the term of this Agreement, CLIENT will not solicit the employment of, or employ the PROVIDER's personnel, without the PROVIDER's prior written consent.

7.25. Arbitration. All disputes arising between the parties in connection with this Agreement, which cannot first be settled amicably and satisfactorily between the parties, shall be finally settled under the rules of arbitration of the American Arbitration Association by a mutually agreeable arbitrator selected by the parties. If the parties cannot agree upon a single arbitrator, the matter shall be submitted to a board of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so selected shall appoint a third arbitrator. The award of the arbitrator shall be final and binding. No party shall be entitled to, and the arbitrator is not authorized to, award legal fees, expert witness fees, or related costs of a party. The arbitration shall be held in Centre County, Pennsylvania.



7.26. Proprietary Information. The Parties anticipate that performance of this Agreement may require them to disclose to each other information of a proprietary nature. Therefore, as an integral part of this transaction, the Parties agree to the following:

- a. Proprietary information disclosed by either Party may only be used by the other Party in performing its obligations under this Agreement.
- b. This Agreement is confidential and proprietary, and neither Party may disclose its contents without the prior written consent of other Party.

7.27. General Announcement. Notwithstanding any other provision of this Agreement, the Parties agree that PROVIDER may issue a press release or similar public announcement related to the overall Purpose of this Agreement subsequent to notification of CLIENT.

7.28. Insurance. The PROVIDER shall obtain and maintain adequate insurance, including professional liability insurance and any other insurance which CLIENT reasonably may require. Upon CLIENT's request, PROVIDER will promptly furnish CLIENT with certificates of insurance showing such coverage and naming CLIENT as an additional insured for the duration of this Agreement.

7.29. Acceptance. Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the Parties in the space below.



IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year below written.

Witness:

Yancey County, North Carolina

Aisa Miller By: Lynda Austin (CLIENT)
Date: 2/11/19

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Bradi Burleson
Financial Officer

Witness:

Mission Critical Partners, LLC
(PROVIDER)

John L. Spearly By: John L. Spearly
John L. Spearly
Director of Administrative Services
Date: February 7, 2019



SCHEDULE A—SCOPE OF WORK

Phase 1 – Grant Application Assistance

Mission Critical Partners (MCP) will provide professional consulting services to Yancey County (County) in preparation for a 2019 Grant Request in accordance with North Carolina General Statute (NCGS) 143B-1407, public safety answering point (PSAP) Grant and Statewide 911 Project Account.

MCP will provide consultative services to the County in the following areas as they relate to the Grant Application Program:

- Project description
 - This includes the County's current operation and will identify project goals and objectives anticipated in the project design and implementation
- Develop an implementation strategy and work plan to include a timeline
 - Documentation will include project timelines, space programming and floor plans, technology plan and the County Communications Budget for fiscal year (FY) 2019-2020
- Identify interface or compatibility issues between existing equipment and/or software
 - Identify any compatibility issues and make recommendations
- Develop a statement of need
 - Identify how the PSAP meets the statutory criterion as identified in the grant application
 - Identify funding priorities, their impact on operational services and the consequences of not receiving funding
- Provide a copy of the County's long term or strategic technology plan and identify how the project fits within the plan.
- Financial data
 - Provide current 911 fund balance
 - Provide amount requested
 - Provide total project cost
- Budget and budget narrative
 - Provide a list of expenditures for the project, e.g., space needs, telephony for administrative lines as well as Enhanced 911 (E911), computer aided dispatch (CAD) systems, radio systems, information technology (IT) equipment, generator, uninterruptible power supply (UPS), console furniture, etc.



- Document how the County will conform to applicable procurement laws, rules and policies
 - Identify who will be responsible to ensure all fiscal policies and procedures are followed
- Provide documentation for sustainability for monthly recurring charges without additional 911 Grant Program funding
 - Identify a funding mechanism that would be used in the ensuing years
- Evaluation
 - Assist with a final report demonstrating that the equipment or services funded by the grant have been purchased, installed/implemented and are performing as expected
- Demonstrate how your evaluation will measure achievements of the goals and objectives with a timeline for short and long-term goals
 - Develop timelines and reports in accordance with the grant guidelines
- Describe how evaluations will be conducted including performance parameters to meet acceptance criteria
 - Assist in development of standard operating procedures, training modules and quality assurance programs
- Identify how data will be collected and presented
 - Develop a project timeline to allow the program manager a format to report progress within each phase of the project
 - Timeline to show percentage of phase completed to date until project completion

Phase 2 – Facility/Technology Program Management

MCP, serving as the project's program manager, will facilitate the transition from the existing PSAP into the new PSAP. The goal of this project includes multiple objectives; however, the overall goal of the new PSAP is to improve the delivery of emergency service to the citizens and visitors of the County.

These services include coordination of space design, systems and telecommunications technology, migration of staff and assistance to the PSAP leadership in the transition of the project. MCP's leadership will result in the development of an overall plan, budget and schedule for all facets of the project through tying together all the components necessary for a successful relocation into a new facility and NC 911 Grant compliance.

MCP will fulfill the contract requirements on behalf of the County as a Subgrantee for grant management of the PSAP Grant, once the North Carolina 911 Board (Board) awards it to the County. MCP staff will also be attentive to additional grant opportunities on behalf of the County. To this end, MCP will provide grant management through our program management services to include the following:



Request to Subcontract Grant Management

MCP as program manager will be subject to the conditions of the County 911 Grant Agreement.

Program Management Responsibilities

MCP acting as the program manager will oversee all administrative aspects to include grant reporting, development of detailed timeline, bidding, coordination with other contractors and subcontractors and other grant requirements. The program manager will meet with the County's designees and conduct meetings sufficient to complete the project. MCP will produce reports, schedules and detailed forecasts through completion of the project. These tasks will be assigned in a logical sequence with assignment of responsibility to MCP, contractors, subcontractors, vendors or the owner's responsible agent.

As the program manager, MCP will perform the following tasks:

- Conduct presentations and informal discussions with the County and the Board to facilitate the project
- Identify potential impediments and suggest solutions in concurrence with the County's staff and other consultants
- Comply with the reporting requirements of the County 911 Grant Agreement including the reporting schedule within the Grant Agreement

Subcontractors

MCP as the program manager will coordinate contractor/subcontractor performance to include compliance with all terms and conditions of the 911 Grant Agreement.

Objectives

Create a reliable, flexible, state-of-the-art PSAP that exceeds existing Board Operating Standards as issued on April 14, 2011 by transitioning the existing PSAP into a new facility. This transition includes new integrated technology, personnel, grant compliance and conformance to minimum local, state and federal laws and standards.

MCP proposes to complete the project at the most reasonable cost to the County by using "best practices" and utilizing a "best value" procurement strategy.

Scope Description/Technology

- Confirm the list of mission-critical technology-sensitive systems in coordination with the County



- Coordinate technology with the project schedule to ensure most-current applicable technologies are considered
- Integrate technology considerations and requirements into the proposed space
- Integrate technology systems in the proposed space
- Conduct regular meetings with project stakeholders, document minutes and provide project updates on a regular (mutually agreed) schedule

Requirements

- Determine technical specifications for systems as outlined by MCP in coordination with PSAP staff
- Develop procurement documents for systems as outlined
- Oversee the technology procurement process, review vendor responses, and make award recommendations
- Provide for Program Management services for technology for the duration of the project
- Provide schedule, diagrams, meeting minutes, and program oversight services
- Communicate issues and track action item deliverables